

## TERMS AND CONDITIONS – GENOMIC SERVICES

This document (together with the documents referred to in it) sets out the terms and conditions on which we supply the sequencing services listed on our website [www.sourcebioscience.com](http://www.sourcebioscience.com) ("the Website") to you.

These terms and conditions apply to both services ordered through the Website and services ordered other than through the Website.

Please read these terms and conditions carefully. You should understand that by ordering any of our services, you agree to be bound by these terms and conditions.

You should retain a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any services from us.

### 1 INFORMATION ABOUT US

- 1.1 [www.sourcebioscience.com](http://www.sourcebioscience.com) is a website operated by Source BioScience UK Limited ("we" "us" "our") a company registered in England and Wales under registered number 4078501 and whose registered office is at 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX.
- 1.2 We observe the regulations defined in the Clinical Pathology Accreditation, Good Laboratory Practice and Good Clinical Practice through compliance with a single quality management system incorporating all of the aforementioned standards.
- 1.3 We are regulated by the Human Tissue Act 2004 and hold a license from the Human Tissue Authority to store relevant material for the following scheduled purposes:
  - determining the cause of death
  - establishing after a person's death the efficacy of any drug or other treatment administered to him

- obtaining scientific or medical information about a living or deceased person which may be relevant to any other person (including a future person)
- public display
- research in connection with disorders, or the functioning of the human body
- clinical audit
- education or training relating to human health
- performance assessment
- public health monitoring
- quality assurance

## 2 INTERPRETATION

2.1 In these terms and conditions the following words will (unless the context otherwise requires) have the following meanings:

**"Affymetrix Services"** the genomic services to be provided by us under the Contract which may include any of custom expression analysis, genotyping services and related bioinformatics services using Affymetrix technology including, without limitation, Affymetrix microarrays and scanning device;

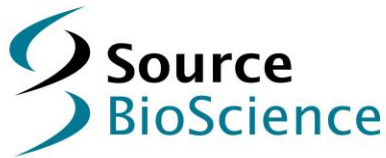
**"Charges"** the charges payable by you for the supply of the Services as detailed in the Quotation or on the Website and in accordance with Condition 9;

**"Conditions"** the conditions set out below and overleaf;

**"Contract"** the contract between us and you for the supply of Services comprising these Conditions and any documents referred to in them;

**"Contract Research Services and Custom Sequencing Projects"** those services ordered by you that have been the subject of express discussion and negotiation between you and us leading to the preparation of a Quotation (including a service specification and Charges) to which you have provided your acceptance;

**"Laboratory"** any of our laboratories at 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX; Department of Biochemistry, South Parks Road, Oxford, OX1 3QU; and Unit 24/25, William James House, Cowley Road, Cambridge, CB4 0WU; John Boyd Dunlop Drive, Kingsway Business Park, Rochdale, Lancashire, OL16 4NG; 4



Michaelson Square, Livingston, EH54 7DP; and Riverstown 5, Tramore, Co. Waterford, Ireland.

**Order:** your order for the Services pursuant to the Quotation

**"Products"** the extracted genomic DNA that is generated by us in preparing a Sample for certain services, including, for example, genotyping, gene expression, DNA/RNA extraction, DNA banking and whole genome amplification;

**Quotation:** the confirmation provided in writing by us to you of: (i) the required Services detailed or specified by you or otherwise communicated to us by you; and (ii) the associated Charges.

**"Results"** the narrative report and/or any data or computer files arising out of the results of the Services;

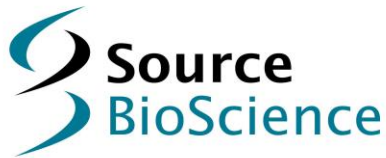
**"Routine Sequencing Services"** any of the DNA sequencing services ordered by you which do not fall under the definition of Contract Research Services and Custom Sequencing Projects;

**"Samples"** the specimens supplied by you to us for use in respect of performance of the Services;

**"Services"** any of the Contract Research Services and Custom Sequencing Projects (which may include the Affymetrix Services), the Routine Sequencing Services and other genomic services to be provided by us under the Contract which may include any of custom DNA sequencing services, expression analysis, DNA/RNA extraction, whole genome amplification, bioinformatics services, DNA banking, genotyping services and such other services which we provide (or agree to provide) to you;

**"you" / "your"** the company, academic institution, firm, body or any representative thereof or any other person who orders the Services.

- 2.2 Any reference in these Conditions to "writing" or cognate expressions includes a reference to facsimile transmission, email or comparable means of communication.
- 2.3 The headings are for reference only and will not affect the interpretation of these Conditions.



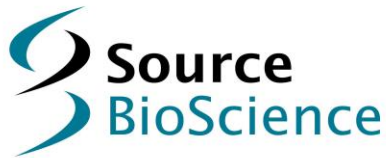
- 2.4 We reserve the right at any time without liability to correct any clerical, typographical or other similar errors or omissions made by us.
- 2.5 References to statutes or statutory instruments shall be deemed to be references to those statutes or statutory instruments as the same may be amended or re-enacted from time to time.

### **3 APPLICATION OF TERMS**

- 3.1 Subject to clause 3.3, the Contract shall be on these Conditions and they will govern the provision of the Services to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation order, specification or other document). Where you are ordering the Services through the Website and you click on the button marked "I Accept" and thereafter submit your order, or accept the services, you will be deemed to accept these Conditions.
- 3.2 No terms, conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in any purchase order or other similar document delivered or sent by you to us will form part of the Contract.
- 3.3 No variation to, waiver of or addition to these Conditions or any representation about the Services will have any effect unless it is expressly agreed in writing and contains a specific reference to these Conditions. You acknowledge that you have not relied on any statement, promise or representation made or given by, or on behalf of, us which is not set out in the Contract. Nothing in this clause shall limit or exclude our liability for fraudulent misrepresentation.
- 3.4 Where there is a conflict between any of the provisions of these Conditions and the provisions of the Quotation (if any), the provisions of these Conditions shall prevail.

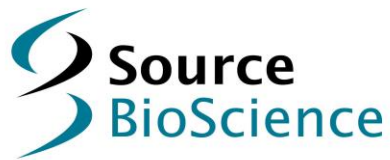
### **4 YOUR STATUS**

- 4.1.1 Where you place an order through the Website, you warrant that you are legally capable of entering into binding contracts and you are at least 18 years old.



## 5 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 5.1 You shall provide us with an order for the Services and you will submit your order in accordance with the procedure below applicable to the given type of service you require:
- 5.1.1 For Contract Research Services and Custom Sequencing Projects in the following manner:
- 5.1.1.1 you shall submit the requirements and specifications of the services which you are requesting from us, including a description of what services are to be performed, dates by which each service is requested to be performed and any other information as we may request to allow us to prepare a Quotation;
- 5.1.1.2 we shall, as soon as reasonably practicable, provide you with a Quotation; and
- 5.1.1.3 you will submit an Order which constitutes an offer by you to purchase Services in accordance with these Conditions and the Quotation.
- 5.1.1.4 The Order shall only be deemed to be accepted when we issue written acceptance of the Order or commence the Services at which point and on which date the Contract shall come into existence (Commencement Date).
- 5.1.2 For Routine Sequencing Services in the following manner:
- 5.1.2.1 where you place an order through the Website by using our online ordering facility; or
- 5.1.2.2 where you place an order other than through the Website, by submitting Samples to the relevant Laboratory accompanied by a completed sequencing request form which can be obtained on request.
- 5.2 Where you place an order through the Website for Routine Sequencing Services, after placing an order, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Routine Sequencing Service(s). All orders are subject



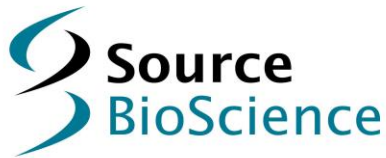
to acceptance by us. No order placed by you shall be deemed to be accepted by us until we amend the status of your order via the order tracking facility on the Website to Processing.

## **6 CANCELLATION**

- 6.1 You may at any time before the Services are performed amend or cancel an order by providing us with written notice and, if you amend or cancel an order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the order until we receive your amendment or cancellation.

## **7 THE SERVICES AND YOUR OBLIGATIONS**

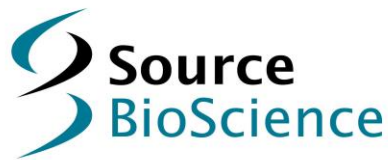
- 7.1 You warrant that at all times you:
- 7.1.1 are acting on your own behalf and not for the benefit of another person;
  - 7.1.2 shall co-operate with us, as we may reasonably determine, in relation to the provision of the Services;
  - 7.1.3 shall comply with all applicable laws and regulations in respect of your possession of and/or use of the Samples, Products and Results; and
  - 7.1.4 have obtained all necessary ethical permissions and consents in connection with:
    - 7.1.4.1 your submission of the Samples to us; and
    - 7.1.4.2 our use of the Samples.
  - 7.1.5 shall supply us with the Samples in respect of each order for Services in a timely manner and, in any event, in such a timescale as will allow us to meet any performance dates. Time for performance shall not be of the essence; and



- 7.1.6 shall be responsible for ensuring that the Samples are in accordance with any specification agreed between us and in any event are in good condition and of appropriate quality and purity and are suitable for use by us in the performance of the Services.
- 7.2 You understand and accept that the Services provided by us are not intended for clinical use. No claim or representation is intended or made with respect to clinical use (including, without limitation, diagnostic, prognostic or therapeutic use, or blood banking) of such Services.
- 7.3 You understand and acknowledge that there is a risk that all of the Services (or any part thereof) may not deliver the Results that you are seeking and you accept that this is foreseeable given the nature of the Services; for example, by way of an illustrative example only, laboratory testing on DNA that may be inadequate in terms of quantity and/or quality may not deliver the desired Results. You agree that a successful outcome is intrinsically linked to the quality of the Sample as well as other external variable factors that can influence the Results. We shall have no liability whatsoever (howsoever arising) in connection with the Results, including without limitation any defects in the accuracy of the Results, unless it can be demonstrated that such defects in the accuracy of the Results are directly attributable to our negligent acts and/or omissions or breaches of any of the warranties provided by us under the Contract.
- 7.4 In the event that you ask us to repeat Services for any reason, you will be required to meet any additional costs associated with such repeat work.
- 7.5 Unless we expressly agree otherwise, you shall acknowledge us by making reference to our name in any resulting publication involving information and/or results generated by us in the course of the conduct of performing the Services. We agree that such acknowledgement should simply state that "Contract Research/Sequencing services (as applicable) were provided by Source BioScience [www.sourcebioscience.com](http://www.sourcebioscience.com)".
- 7.6 Clause 7.7 applies only to users of the Affymetrix Services:

- 7.7 You acknowledge that we are performing the Affymetrix Services subject to a license agreement with the beneficial owner of Affymetrix Genechips™. All sales of Affymetrix Services shall be on these Conditions which incorporate the terms and conditions as set out in the Customer Service Provider Addendum. The Customer Service Provider Addendum is as attached or where you are placing an order through the Website can be found at [www.lifesciences.sourcebioscience.com](http://www.lifesciences.sourcebioscience.com) or you may request a hard copy of the Customer Service Provider Addendum by contacting us directly on Tel: + 44 (0)115 9739021. Where you are ordering the Affymetrix Services through the Website and you have accepted the terms of the Customer Service Provider Addendum, and thereafter have submitted your order, you will be understood to have accepted the terms and conditions of the Customer Service Provider Addendum.
- 7.8 We will not be liable for any breach by you of any applicable laws and regulations of the country for which the Samples, Products and Results are destined (including, without limitation, your failure to obtain any necessary permissions and approvals).
- 7.9 You shall procure that each of your employees shall comply at all times with the obligations under the Contract. You shall immediately notify us in the event that you become aware of any breach in connection with the Contract.
- 7.10 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- 7.10.1 any breach of the warranties contained in clause 7.1;
  - 7.10.2 your (or your employees') breach or negligent performance or non-performance of the Contract;
  - 7.10.3 any claim made against us by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by you or your employees; and





- 7.10.4 any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defective Results, to the extent that the defect in the Results is attributable to the acts or omissions of you or your employees.
- 7.11 The indemnity in clause 7.10 shall apply whether or not we have been negligent or at fault.
- 7.12 If any third party makes a claim, or notifies an intention to make a claim, against us which may reasonably be considered likely to give rise to a liability under clause 7.10 ("a Claim"), we shall:
  - 7.12.1 as soon as reasonably practicable, give written notice of the Claim to you, specifying the nature of the Claim in reasonable detail;
  - 7.12.2 not make any admission of liability, agreement or compromise in relation to the Claim without your prior written consent (such consent not to be unreasonably conditioned, withheld or delayed), provided that we may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to you, but without obtaining your consent) if we reasonably believe that failure to settle the Claim would be prejudicial to it in any material respect;
  - 7.12.3 give you and your professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within our power or control, so as to enable you and your professional advisers to examine them and to take copies (at your expense) for the purpose of assessing the Claim; and
  - 7.12.4 subject to you providing us security to our reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as you may reasonably request to avoid, dispute, compromise or defend the Claim.

## **8 ORDERS AND PERFORMANCE**

- 8.1 You must ensure that the content of your Order for Services is complete and accurate.

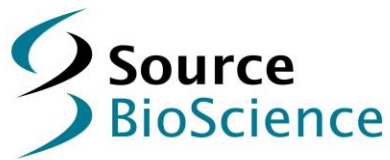
- 8.2 Any times specified or agreed by us for the performance of the Services are given in good faith but are estimates only and time for performance shall not be made of the essence by notice. If no time is specified or agreed by us, performance will take place within a reasonable time following our receipt of the Samples. We will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by a delay in the performance of the Services (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Contract unless such delay exceeds 180 days.
- 8.3 We may deliver the Results by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle you to repudiate or cancel any other contract or instalment.

## **9 PRICE AND PAYMENT**

- 9.1 Unless expressly agreed otherwise in writing by us (including by a Quotation), the fees for the Services shall be our standard fees as listed on the Website from time to time, except in the case of obvious error.
- 9.2 For Routine Sequencing Services we shall invoice you for the work following completion of the Services and you shall pay the fees for the Services within 30 days of receipt of an invoice from us.
- 9.3 For Contract Research Services and Custom Sequencing Projects we shall invoice you for the work according to the fee schedule contained in the Quotation and you shall pay the fees for the Services within 30 days of receipt of an invoice from us.
- 9.4 Subject to this clause 9.4, all fees are exclusive of VAT, which sum shall be added to the invoice and shall be payable by you. UK VAT is applicable to transactions within the European Union including the UK. For EU based organisations, registered outside the UK, supply of a valid VAT registration number is required, if you are to avoid UK VAT.

Eligible bodies in the UK may qualify for zero rating under VATA 1994, Schedule 8, Group 15. Such organisations should check their eligibility status carefully and only supply a certificate where they are fully satisfied that zero-rating applies. We reserve the right to charge VAT to you where you do not provide a valid zero-rating certificate or where instructed to do so by HMRC.

- 9.5 All prices are exclusive of delivery costs (if any), which shall be added to the total amount due.
- 9.6 The Website contains a large number of products and services and it is always possible that, despite our best efforts, some of the Services listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Service's correct price is less than our stated price, we will charge the lower amount when performing the Service. If a Service's correct price is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before performing the Service, or reject your order and notify you of such rejection.
- 9.7 In the case of Routine Sequencing Services, we are under no obligation to perform the Routine Sequencing Service for you at the incorrect (lower) price, even after we have amended the status of your order via the order tracking facility on the Website to Processing, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing.
- 9.8 No payment will be deemed to have been received until we have received the payment in full in cleared funds. Time for payment will be of the essence.
- 9.9 All payments payable to us under the Contract will become due immediately on termination of the Contract despite any other provision of these Conditions.
- 9.10 You will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.



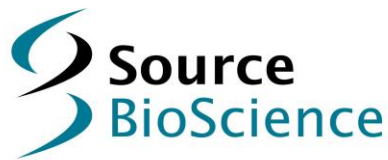
- 9.11 If you fail to pay us any sum due pursuant to the Contract, then without prejudice to our other rights and remedies you shall pay interest at 4% over LIBOR to us on such sum from the due date for payment at the statutory rate from time to time in force accruing on a daily basis until payment is made in full (whether before or after any judgement).

## **10 SAMPLES, PROCESSING, STORAGE, RISK AND OWNERSHIP**

- 10.1 Upon receipt of Samples we shall verify that the paperwork and the accompanying Sample concur.
- 10.2 We shall take reasonable care of any Sample whilst in our possession.
- 10.3 Provided that the Sample(s) is of satisfactory quality, we shall proceed with the performance of the Services and will provide all data arising from the same. In the event that any of the packaging used to submit the Sample(s) is damaged or the Sample(s) does not (in our sole discretion) appear to have been sent in accordance with our oral or written instructions or (if none) in accordance with good industry practice, the Sample shall be rejected and we will notify you that the Sample has been rejected.
- 10.4 We will not be liable for any loss or damage to Samples unless such loss or damage arises as a direct result of our negligence.
- 10.5 Any defect in the Services which is due in whole or in part to defects in the Samples will not entitle you to terminate the Contract, reject the Services, make any deductions from the fees or claim damages in respect of such defect.
- 10.6 You understand and accept that the Samples and/or Products may be used up in the course of the conduct of the Services. Any unused Samples or Products left over will be stored and/or disposed of in accordance with clause 11.1.

## **11 RESULTS**

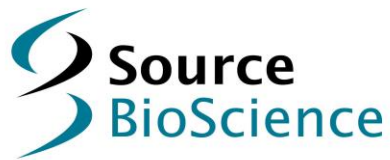
- 11.1 Unless otherwise expressly agreed:



- 11.1.1.1 In respect of Routine Sequencing Services all unused or remaining Products or Samples will be sealed by us and stored at 4<sup>0</sup>C and destroyed after 3 (three) weeks;
- 11.1.2 in respect of Contract Research Services and Customer Sequencing Projects, all unused Products or Samples will be sealed by us and stored at the appropriate temperature and destroyed after 3 (three) months.
- 11.1.3 If you instruct us to retain (or return) any of the Samples or Products otherwise than as set out in this clause 11.1, retention or return of such Samples and/or Products will be at your cost and risk.
- 11.2 Unless otherwise expressly agreed between us, we shall supply the Results to you by one of the following mechanisms:
  - 11.2.1 email to an agreed email address to be provided by you prior to the commencement of the Services;
  - 11.2.2 via a secure FTP website; or
  - 11.2.3 on a CD Rom or external hard drive.
- 11.3 We will not (under any circumstances) be liable for your (or any third party's) use of the Results and/or Products.

## **12 CONFIDENTIAL INFORMATION**

- 12.1 Each of you and us shall keep strictly confidential all information concerning the business and affairs of the other together with any information disclosed under the Contract (including, without limitation, the Samples) obtained from the other either pursuant to the Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors, Consultants and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.



- 12.2 The obligations of clause 12.1 above shall survive the termination of the Contract but shall not apply to any information which: -
- 12.2.1 the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at clause 12.1 above;
- 12.2.2 is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or
- 12.2.3 enters the public domain through no act or default of the recipient, its agents or employees.
- 12.3 You will keep us indemnified in full against all liability, loss, damage, claim, action, demand, expense or proceedings in respect of any breach by you of your obligations set out in the provisions of clause 12.1.

### **13 WARRANTIES**

- 13.1 Subject always to you complying with all of your obligations under the Contract, we warrant that we shall perform the Services using reasonable skill and care and in accordance with all applicable laws.

### **14 LIMITATION OF LIABILITY**

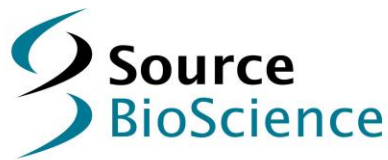
- 14.1 Save for the warranties given by us at clause 13, and subject always to the provisions of clause 14, all warranties, conditions and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.2 Nothing in these Conditions excludes or limits our liability:
- 14.2.1 for fraud or fraudulent misrepresentation;



- 14.2.2 for any death or personal injury caused by our negligence; or
- 14.2.3 for any matter which it would be illegal for us to exclude or attempt to exclude our liability.
- 14.3 Subject to clause 14.2, we will not be liable to you in contract, tort (including, without limitation, negligence), misrepresentation or otherwise for any:
  - 14.3.1 economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);
  - 14.3.2 any damage to your reputation or goodwill; or
  - 14.3.3 any other special, indirect or consequential loss or damage howsoever caused (even if we have been advised of such loss or damage) which arise out of or in connection with the Contract (including, without limitation, any use of the Results).
- 14.4 Subject to the provisions of clause 14.2 and clause 14.3, our total liability in contract, tort (including, without limitation, negligence), misrepresentation or otherwise arising out of or in connection with the Contract will be limited to the Contract price.
- 14.5 The provisions of this clause 14 shall survive the termination or expiry (for whatever reason) of the Contract.

## **15 TERMINATION**

- 15.1 Without prejudice to the foregoing, we may terminate the Contract immediately if:
  - 15.1.1 you fail to pay the price on the due date;
  - 15.1.2 you are in breach of any term of the Contract and have failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;



- 15.1.3 there is a material change in the ownership or control of you; or
- 15.1.4 you are wound up or become insolvent or have a receiver or administrative receiver appointed or suffer the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any other jurisdiction.
- 15.2 The termination of the Contract (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party.
- 15.3 Any Conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

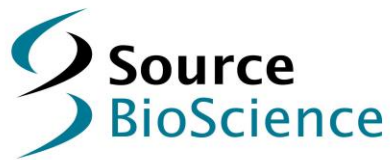
## **16 FORCE MAJEURE**

- 16.1 We will not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing or failure to perform any of our obligations under these Conditions if such delay or failure is caused by events outside our reasonable control including, without limitation, acts of god, government action, war or national emergency, acts of terrorism, protests, riots, fire, floods, strikes or other industrial action of whatever nature. If we are unable to perform our obligations under these Conditions we will promptly notify you of the nature and extent of the circumstances in question. Our performance under any Contract is deemed to be suspended for the period that the event in question continues, and we will have an extension of time for performance for the duration of that period.

## **17 DATA PROTECTION**

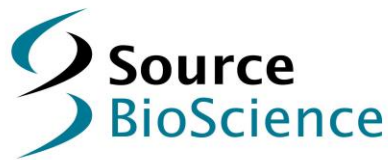
- 17.1 We agree that we shall only process your personal data (as defined in the Data Protection Act 1998 ("DPA"), and all regulations, codes of practice and guidance notes made thereunder and all subsequent amending or secondary legislation or orders) for the purposes of performing our obligations under the Contract and we will at all times process your personal data in accordance with the DPA and will take all reasonable security measures as are required to ensure our compliance with the DPA.





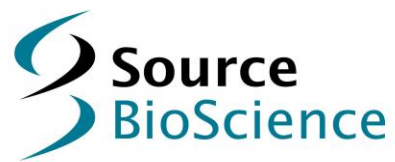
## 18 GENERAL

- 18.1 You will not without our prior written consent assign or transfer the Contract or any part of it to any other person.
- 18.2 We may without your prior written consent assign, transfer or subcontract the Contract or any part of it to any other person.
- 18.3 Each of rights or remedies under these Conditions are without prejudice to any other right or remedy which we may have under these Conditions or otherwise.
- 18.4 Applicable laws require that some of the information or communications we send to you should be in writing. When placing orders through the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 18.5 All notices given by you to us must be given to Source BioScience at [customerservices@sourcebioscience.com](mailto:customerservices@sourcebioscience.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 18.4 above. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 18.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, unenforceability



or unreasonableness, be deemed severable and the remaining provisions of the Contract shall continue in full force and effect to the fullest extent permitted by law.

- 18.7 Failure or delay by us in exercising any right or remedy provided by the Contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- 18.8 A person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.9 These Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 18.10 We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Conditions.
- 18.11 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.
- 18.12 We have the right to revise and amend these Conditions from time to time. You will be subject to the policies and Conditions in force at the time that you order Services from us, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Conditions, unless you notify us to the contrary within seven working days of receipt by you of the Results).



18.13 The Contract and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the Contract or its formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English courts.