Fera Science Limited

STANDARD TERMS AND CONDITIONS FOR PROFICIENCY TESTING SCHEMES

These terms and conditions govern the delivery of Proficiency Testing services by Fera unless a separate written agreement already exists that expressly sets out terms and conditions for the delivery of Proficiency Testing (a "**Separate Agreement**"). If no such Separate Agreement exists and by placing an Order for Proficiency Tests via the website www.fapas.com then the following standard terms and conditions for proficiency testing schemes shall apply.

FAPAS®, FEPAS® and LEAP® are registered trademarks of Fera Science Limited.

1. DEFINITIONS

The definitions and rules of interpretation contained in Schedule 1 (Definitions and Interpretation) shall apply to this Agreement.

2. PERFORMANCE

2.1. In consideration of receipt of the Price, Fera agrees to provide Products and/or PT Schemes to the Customer in accordance with the terms of this Agreement.

2.2. No Order is binding on Fera unless it has been accepted in writing.

2.3. Nothing in the Agreement implies that Fera will provide Products or PT Schemes or other goods and/or services to the Customer exclusively.

2.4. Unless stated to the contrary, stated delivery times are an estimate only and (subject to the other provisions of this Agreement) Fera will not be liable for any Claim in respect of Loss arising from delay in the delivery of Products. Any such delay shall not entitle the Customer to terminate or rescind the Agreement in whole or in part, and time shall not be of the essence in relation to delivery by Fera.

3. APPLICATION

These terms and conditions apply to the exclusion of any terms and conditions supplied by the Customer, and no variation to these terms and conditions is effective unless acknowledged in writing by Fera.

4. ORDER, CANCELLATION AND DELIVERY

4.1. Following payment of the Price, the Customer shall be entitled to participate in the PT(s) detailed in that Order and Fera shall use its reasonable endeavours to dispatch Products to the Customer on the date specified in the Order.

4.2. Customer may cancel Orders by email to: info@fapas.com.

4.3. Cancellation of any Order will not be effective until confirmation of such is received from Fera (not including an automated response to any email).

Cancellation date	Dispatch date	Payment due
Less than 14 calendar days since Order placed	N/A	Customer will pay nothing
More than 14 calendar days since Order placed	More than 30 calendar days before dispatch of the Order	Customer will pay 50% of the Fee
More than 14 calendar days	Less than 30 calendar days	Customer will pay 100% of the Fee
since Order placed	before dispatch of the Order	

Where the Customer has paid in advance and is entitled to a refund in accordance with clause 4.3, Fera will pay the refund within thirty (30) calendar days.

4.4. Fera shall use its reasonable endeavours to dispatch Additional Test Reports and/or Products ordered by the Customer within seven (7) calendar days from receipt of the Order.

4.5. Products deemed by Fera to be temperature and/or time sensitive will be dispatched by courier.

5. RISK

5.1. Property in Products shall pass to the Customer on receipt of payment in full of the Price relating thereto.

5.2. Risk in Products shall pass to the Customer upon delivery of such Product(s) to the courier.

6. LOST, DELAYED OR DAMAGED PRODUCTS

6.1. Subject to clauses 6.3 and 6.4 below, where Products received by the Customer are unusable due to the negligence of Fera, the postal system or the courier, Fera will promptly replace such Products at its cost. Fera may inspect such Products. The Customer shall not dispose of such Products without the written permission of Fera and shall (upon request) return such Products to Fera at its reasonable expense which Fera shall reimburse.

6.2. Fera will use its reasonable efforts to label samples and attach relevant documentation at the Customer's request.

6.3. Fera is not liable for damage to Products resulting from delays at border crossings or due to customs procedures (howsoever arising).

6.4. Similarly, Fera is not liable for any loss (whether direct or indirect including loss of profit) if a Customer cannot return the results of their analysis by the deadline specified in the Instructions, which arises as a result of the Products being delayed in customs and excise.

6.5. Fera shall have no liability to replace any Product where:

6.5.1. Customer has not informed Fera of missing Products within ten (10) Working Days of the due date for delivery; or

6.5.2. Customer has not informed Fera that delivered Products are unusable within three (3) calendar days of receipt.

6.6. The Customer shall be deemed to have accepted the Fapas Products in usable condition after such time.

7. PAYMENT

7.1. All sums due are exclusive of VAT.

7.2. All sums due under this Agreement shall be paid in British pounds sterling (£) except as otherwise expressly agreed by Fera to the contrary.

©2026 Fera Science Limited.

7.3. Fera will invoice the Customer for Proficiency Tests upon receipt of each Order. Additional Test Reports and/or additional Products will be invoiced upon dispatch.

7.4. Each payment is due within thirty (30) calendar days of the date of invoice.

7.5. If a Customer decides at any time to withdraw an order for a Proficiency Test, then the charge for cancellation shall be as detailed in Fera's current Price List.

7.6. Fera may (in addition to its other rights and remedies) withhold future deliveries if any sum(s) due remain outstanding past the due date for payment.

7.7. In accordance with clause 7.4, if such payment remains unpaid for more than 30 (thirty) days after it was due, Fera shall serve written notice on the Customer specifying the sum due and allowing a further 30 (thirty) days for payment, Fera shall at its total discretion charge interest on the overdue amount of 4% (four percent) per annum above the base rate of the Bank of England from time to time. The parties agree that such interest is a substantial remedy (where "substantial remedy" has the meaning given to it by section 9 of the Late Payment of Commercial Debts (Interest) Act 1998).

7.8. Bank charges associated with payments made to Fera (such as charges levied on payments from overseas) are payable by Customer.

8. OTHER COSTS

8.1. The Customer is responsible for paying any local customs duties or excise duties where applicable.

8.2. Outside of the UK, Products will be delivered by courier. These costs will be borne by the Customer in line with Fera's current Price List.

8.3. Within the UK, the Customer will bear the costs of delivery of Products (that are not part of the Fapas Water and Environmental scheme and are not considered temperature or time-sensitive by Fera) by 2nd class mail in the UK in line with Fera's current Price List. The cost of Products delivered by courier (for items considered temperature or time-sensitive by Fera, for all Fapas Water and Environment Scheme Products or where otherwise requested by the Customer) will be borne by the Customer in line with Fera's current Price List.

8.4. The Price for a PT includes the provision of Test Reports in electronic format only. The Customer will bear the cost of any Test Report provided in hard copy format in line with Fera's current Price List.

8.5. Fera will bear the cost of providing customer contact email services associated with the PT Scheme, which may include customer satisfaction surveys or news of developments in the PT Scheme. Customers may opt out of receiving such contact by emailing info@fapas.com (with the word 'unsubscribe' in the title) requesting to be removed from the circulation list.

9. VALUE ADDED TAX

9.1. Where applicable, the Customer shall pay to Fera, in addition to the Price, a sum equal to the Value Added Tax chargeable at the prevailing rate.

9.2. Any invoice or other request for payment of monies due to Fera under the Contract shall be in the same form and contain the same information as if the same were a tax invoice for the purposes of the Value Added Tax Act 1994.

10. CUSTOMER OBLIGATIONS

10.1. The Customer will return their results to Fera by the date specified in the Instructions.

10.2. The Customer shall track deliveries of Products made via courier.

10.3. The Customer shall respond to requests from couriers in relation to the delivery of Products. Customer acknowledges and agrees that failure to respond to a courier request in order to enable the courier to make a delivery could lead to the disposal and/or destruction of the Products.

10.4. The Customer shall not (unless agreed otherwise by Fera in writing) alter, modify, enhance or change any Products and shall warrant that they shall only use Products to complete and undertake internal quality assurance activities.

10.5. For each PT Scheme, the Customer will perform the analysis on Products and return its results to Fera by the date specified in the Instructions.

11. FERA OBLIGATIONS

11.1. Fera will operate Fapas in accordance with the Guidelines.

11.2. For each PT for which the Customer returns its results, Fera will issue a Test Report containing an advisory assessment or commentary on the Customer's performance. The assessment may not be in the form of a z-score.

11.3. If Fera is not able to distribute the advertised Products for a given PT, Fera may distribute suitable replacement alternative Products.

11.4. If Fera cannot distribute a scheduled PT due to circumstances beyond its control, the Customer shall (at its election):

(a) receive a refund of the Fee paid for that PT; or
(b) a credit equivalent to one PT to be used within eighteen (18) months of the delayed PT.

If no positive response has been received from Customer within one (1) month from the end of the Programme Year in which PT arose, Customer will be deemed to have selected the option under clause (b).

11.5. The remedy provided by Fera in accordance with clause 11.4 shall be the Customer's sole and exclusive remedy in respect thereof.

11.6. The Customer will have access to the Test Report for each PT it has ordered whether or not it has returned results in respect thereof.

12. INDEMNITIES & WARRANTIES

12.1. Nothing in this Agreement shall limit or exclude the liability of either Party for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter for which it would be unlawful to limit or exclude liability.

12.2. Fera shall not be liable for any Claim in respect of Loss (whether foreseeable or not) arising out of or in connection with:

a) the preparation of any report;
b) any information, findings contained in the Test Report issued as a result of the Proficiency Test; and/or
c) the Customer's use of the results and/or Data.

12.3. Fera shall not be liable for any economic, indirect, or consequential Loss or special damages.

12.4. Subject to clause 12.1, the maximum aggregate liability of Fera to the Customer arising under or in connection

©2026 Fera Science Limited.

with this Agreement, whether arising under contract or by way of indemnity, negligence (including negligent breach of contract) or other legal theory shall not exceed the lesser of 100% (one hundred per cent) of the Price paid or payable.

12.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AS TO THE CONDITION, QUALITY, PERFORMANCE OR FITNESS FOR PURPOSE OF THE DELIVERABLES IS ASSUMED BY FERA AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

12.6. Any Customer placing any order involving any third party in relation to Products, analytical services or Proficiency Tests warrants to Fera that it has the permission and full authorisation so to act on behalf of the said third party in regard of that order.

13. FORCE MAJEURE

13.1. Neither Party shall be considered in breach of this Agreement for any failure or delay in performance (except in relation to an obligation to make payment) resulting from circumstances beyond its reasonable control.

14. INTELLECTUAL PROPERTY

14.1. Except as expressly stated to the contrary, nothing in this Agreement shall purport or effect to transfer ownership of Intellectual Property Rights between the Parties.

14.2. Foreground IPR in the Test Reports Protocols shall vest in Fera. All analysis results submitted to Fera and the statistical outputs created from the Proficiency Testing Schemes shall at all times remain the property of Fera.

15. TERMINATION

15.1. Fera may terminate this Agreement immediately on written notice if:

15.1.1. Customer suffers an Insolvency Event;

15.1.2. Customer is impacted by a Force Majeure event that prevailed beyond 30 (thirty) Working Days;

15.1.3. Customer is assigned a credit score (as measured by 'Creditsafe' Business Solutions Limited or another independent third party selected by Fera) of less than 40 (forty);

15.1.4. Customer breaches any provision of these Terms and Conditions.

16. CONFIDENTIALITY AND DATA PROTECTION

16.1. Confidentiality

16.1.1. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose or permit the disclosure of any part of the Confidential Information to any third party except (a) to any Group members, consultants and advisors (including accountants and lawyers) bound by, or otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in the Agreement ("**Authorised Recipients**"); (and/or (b) to the extent required to comply with Applicable Law, provided that the Receiving Party (i) provides prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (ii) limits any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

16.1.2. The Receiving Party shall be liable for the actions or omissions of its Authorised Recipients in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.

16.1.3. These obligations of confidentiality do not apply to information which:

a) is or becomes generally available to the public (without breach by the Receiving Party) or a Receiving Party's Group;
b) becomes known to the Receiving Party or Group members on a non-confidential basis via a third party;
c) was lawfully in the prior possession of the Receiving Party or its Group;
d) was independently developed by the Receiving Party or its Group without use or reference to Confidential Information; or
e) the Disclosing Party agrees is not confidential.

16.1.4. Upon termination of the Agreement, the Receiving Party and its Authorised Recipients will cease all use of the Disclosing Party's Confidential Information and return, delete, or destroy it pursuant to Clause 16.1.6.

16.1.5. The Receiving Party's obligations of confidentiality shall apply to any Confidential Information of the Disclosing Party while any copy of it remains in the Receiving Party's possession or control, and thereafter for a period of two years.

16.1.6. Each Party will, upon written request of the other Party, promptly return or destroy (and certify such destruction) the Confidential Information of the other Party in its possession, save to the extent that it is required to retain a copy of such Confidential Information in accordance with Applicable Law and/or to support the enforcement or defence of a Party's rights under the Agreement.

16.1.7. Nothing in this Clause 16.1.(Confidentiality) shall prevent either Party from using, in the course of its normal business, any techniques, ideas or know-how gained during the performance of the Agreement provided that such use will not result in a disclosure of the other Party's Confidential Information or an infringement of its IPR.

16.2. Data Protection

16.2.1. The Parties shall comply with their obligations under the Data Protection Legislation. and Fera shall process the Customer's personal data in accordance with either the written instructions from the Customer or as required by law. Fera will have appropriate technical and organisational measures in place when carrying out any such processing.

©2026 Fera Science Limited.

16.2.2. Where Fera processes the Customer personal data under or in connection with this Contract, Fera shall comply with its obligations under the relevant Articles of the GDPR including providing reasonable assistance in responding to data subject access requests and Customer requests for information within Fera's control.

16.2.3. The Customer, therefore, agrees to Fera processing personal data in accordance with the privacy notice which can be found at www.fapas.com.

16.2.4. Fera shall be entitled to engage sub-processors and/or use its network of agents, as such the Customer provides consent for Fera to transfer Customer personal data outside the United Kingdom and/or the European Economic Area to its sub-processors or agents in order to enable Fera to deliver the Services.

16.3. Fera shall be entitled to relief from liability from any third-party claims when following the instructions of the Customer or if the Customer breaches any of this clause 16 and the Customer shall fully indemnify Fera against any loss, damage and expenses arising out of any breaches the Customer causes under this clause 16 or under the Data Protection Legislation.

17. GENERAL

17.1. Assignment and Sub-Contracting

17.1.1. The Customer shall not assign or sub-contract this Agreement or any part of it without the prior written consent of Fera. Any attempted or purported assignment in contravention of this clause 17.1 shall be void.

17.1.2. Fera may at any time, on reasonable notice in writing to Customer, transfer or assign all or any rights and/or obligations under this Agreement to a third party within its Group.

17.1.3. Fera shall be free to subcontract the whole or any part of the Deliverables.

17.2. Waiver and variation

17.2.1. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by a duly authorised Representative of each Party.

17.2.2. A waiver of any right or remedy under this Agreement or by operation of Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

17.2.3. A failure or delay to exercise any right or remedy provided under this Agreement or by operation of Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

17.2.4. No single or partial exercise of any right or remedy provided under this Agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

17.3. Legal Relationship

17.3.1. Nothing in this Agreement shall create a partnership or joint venture between the Parties or have the effect of making any Representative of Customer an employee or servant of Fera or of making any Representative of Fera an employee or servant of Customer.

17.3.2. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

17.3.3. Where Customer consists of more than one person, the obligations of those persons in respect of this Agreement shall be joint and several.

17.4. Severability. If a provision of this Agreement is found to be unenforceable by a court that provision shall be deemed to be amended to the minimum extent necessary to make it enforceable. The unenforceability of a provision of this Agreement shall not affect its continuance in force or any of its other provisions.

17.5. Notices. Notices shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by electronic mail (confirmed by letter) addressed to the other Party at its registered address. Provided the relevant notice is not returned as undelivered, the notice shall be deemed to have been given two (2) Working Days after the day on which the letter was posted (or four (4) hours after sending in the case of electronic mail) provided this was sent on a Working Day, or sooner where the other Party acknowledges receipt of such letters (or electronic mail).

17.6. Third Party Rights. A person who is not a party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

17.7. Non-Solicitation

17.7.1. For the term of this Agreement and 12 (twelve) months after neither Party shall (except with the prior written consent of the other) approach any Representative of the other with a view to engaging that person as an agent, contractor, or employee either in its own right or on behalf of a third party.

17.7.2. Nothing in this Agreement shall limit the right of either Party to employ any person who has approached it in response to any public advertisement.

17.8. Entire Agreement

a) This Agreement represents the entire understanding and constitutes the whole agreement between the Parties in relation to its subject matter.

b) The Parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between them except as specifically set forth herein and neither Party has relied on any

©2026 Fera Science Limited.

other Information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

17.9. Publicity. Neither Party shall make any announcement or publicise this Agreement without the prior written consent of the other Party, save that Fera shall be entitled to refer to Customer as its customer generally.

18. GOVERNING LAW AND JURISDICTION

18.1. The Contract shall be governed by and construed in accordance with English law.

18.2. The parties irrevocably submit to the jurisdiction of the English courts.

18.3. The authentic language of the Contract is English.

Rules of interpretation

Within this Contract, the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process (“processed” to be construed accordingly) and “processor” shall have the same meanings as in the Data Protection Legislation.

©2026 Fera Science Limited.

SCHEDULE 1 (DEFINITIONS AND INTERPRETATION)

As used in this agreement the following terms and expressions have the meanings set out below:

"**Agreement**" means these terms and conditions for the participation in a Fapas Programme (including the supply of Products) together with such other terms and conditions which are expressly included by reference herein;

"**Applicable Law**" means any law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directive applicable to the performance of the Agreement;"

"**Charges**" means the charges payable by Customer (in addition to the Fee) for additional expenses, including agent fees, carriage and transportation charges, charges for obtaining certificates, import and export licenses, and permits;

"**Claim**" means any action, assertion of right, claim, demand, or request;

"**Confidential Information**" means all information and personal data which is confidential or proprietary in nature; relates to the Disclosing Party's business affairs (including any financial or technical data, trade secrets, know-how, IPR and/or derivative data or output) which the Disclosing Party directly or indirectly discloses, or makes available to the Receiving Party by whatever means before, on or after the date of the Agreement; and/or any other information clearly identified as being, or which ought reasonably be considered to be, confidential;

"**Customer**" means the person or persons to whom the Agreement is issued;

"**Data**" means data derived from PTs;

"**Data Protection Legislation**" means the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) and any replacement legislation applicable in England and any other applicable Laws relating to the processing of personal data;

"**Disclosing Party**" means a party (or its Group member) who discloses Confidential Information to the Receiving Party;

"**Dispatch Date**" means the Working Day that Fera dispatches Products to Customer;

"**FAPAS Programme**" means the PT Schemes: Fapas Food Chemistry (FAPAS), Fapas Food Microbiology (FEPAS), Fapas Water and Environmental (LEAP), Fapas GM (GeMMA);

"**Protocols**" means the documents produced by Fera from time to time, that address the requirements, organisation and statistical analyses employed in PT Schemes;

"**Fee**" means the fees for a PT or Product as detailed in the Price List;

"**Fera**" means Fera Science Limited (a company incorporated in England and Wales under number 9413107) whose registered office is at York BioTech Campus, Sand Hutton, York, YO41 1LZ;

"**Group**" means in relation to a company, that company, any holding company, or subsidiary from time to time of that company and any subsidiary from time to time of a holding company of that company (where "holding company" and "subsidiary" have the meanings given to them by section 1159 of the Companies Act 2006);

"**Guidelines**" means the Fera quality manual published by Fera from time to time in compliance with ISO/IEC 17043 and the IUPAC International Harmonised Protocol for the Proficiency Testing of Analytical Chemistry Laboratories;

"**Instructions**" means the instructions provided with Test Material, including details of the analysis to be performed, units to be used and the date by which results must be returned to Fera;

"**Intellectual Property Rights**" or "**IPR**" means all intellectual and industrial property rights, including copyright, database rights, registered and unregistered design rights, know-how, models, patents, topography rights, registered and unregistered trademarks, rights in confidential information and any rights in any discovery, invention or process, and applications for and rights to apply for each of these in any country;

"**Loss**" means any loss, cost, charge, damages, or expense of any kind including interest, expenses fines, legal and other professional expenses, and disbursements;

"**Order**" means an order from Customer for the provision of PT Schemes and/or Products;

"**Price**" means collectively the Fees and Charges;

"**Price List**" means the list of Fees and Charges as shown and documented on the website www.fapas.com as part of the ordering process;

"**Products**" means Test Material, Test Reports, Quality Control Samples, and/or Reference Materials supplied by Fera together with supporting information supplied with the Quality Control Samples, Reference Materials and/or Test Material and Test Reports provided either separately or as part of a Proficiency Test and any additional Test Reports and additional Fapas Products requested by the Customer.

"**Proficiency Test**" or "**PT**" means the distribution of Products by Fera for Customer's analysis of one or more analytes as part of a PT Scheme;

"**PT Scheme**" means a system for the objective verification of laboratory results by an external agency, including comparison of that laboratory's results at intervals with other laboratories, establishing trueness and assessing accuracy (with the phrase Proficiency Testing construed accordingly);

"**Programme Year**" means the Proficiency Testing programme year, which runs from 1 January to 31 December;

"**Quality Control Sample**" means surplus proficiency test material, stable at least for the duration of the proficiency test, with assigned values and satisfactory ranges (±2 standard deviations for proficiency assessment) derived from the overall proficiency test statistics;

"**Receiving Party**" means a party or Group member, who receives Confidential Information from the Disclosing Party;

"**Reference Material**" means quality control material that has undergone formal stability testing. The parameter values are derived from subsets of Data (ideally traceable to the International Standard). Parameter values are provided with associated uncertainties, derived from a combination of subsets of proficiency test data, homogeneity testing and stability testing;

"**Representative**" means, in respect of a Party, an agent, contractor, director, employee, officer, professional advisor, representative, servant or member of staff;

"**Test Materials**" means substances suitable for conducting a Proficiency Test supplied for distribution on request to a Customer for analysis of one or more parameters and "Test Material" shall be likewise construed accordingly;

"**Test Report**" means the report prepared by Fera that describes the outcome of a Proficiency Test; and

"**UK**" means United Kingdom of Great Britain and Northern Ireland;

©2026 Fera Science Limited.

"**Working Day**" means a weekday other than a public holiday in the United Kingdom.

©2026 Fera Science Limited.