

# LIFEARC – STANDARD CONDITIONS OF PURCHASE

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## 1. DEFINITIONS

“**Arising IPRs**” means any Intellectual Property Rights arising from the Services or subsisting in the Goods.

“**Company**” means the person or business entity detailed on the Order from whom LifeArc purchases the Goods and/or Services.

“**Conditions**” means these terms and conditions.

“**Contract**” means the contract between the LifeArc and the Company for the supply of Goods and/or Services in accordance with these Conditions.

“**Goods**” means all goods, documents, products, materials or similar developed or procured by the Company or its agents, contractors and employees to be provided pursuant to the Contract including as part of or in relation to the Services and/or as set out in the Order, in any form or media, including but not limited to drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

“**Intellectual Property Rights**” means intellectual property rights including copyrights, moral rights, rights in and to inventions, patents, database rights, trade marks and trade names, rights in goodwill and to sue for passing off, designs and design rights (registered and unregistered), utility models, supplementary protection certificates and other extensions of patent term and all rights of a similar nature in any part of the world, and applications and the right to apply for registration of any intellectual property rights.

“**LifeArc Materials**” means all materials, equipment and tools, drawings, specifications, information and data supplied by LifeArc to the Company.

“**Order**” means LifeArc’s order for the supply of Goods and/or Services, as set out in LifeArc’s purchase order form.

“**Services**” means the services, including without limitation any Goods, to be provided by the Company pursuant to the Contract, as described in the Order.

“**Services Start Date**” means the day on which the Company is to start provision of the Services, as set out in the Order.

**2. BASIS OF CONTRACT.** The Order constitutes an offer by LifeArc to purchase Goods and/or Services from the Company in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:

- the Company issuing written acceptance of the Order; or
- any act by the Company consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (“**Commencement Date**”). These Conditions apply to the Contract to the exclusion of any other terms that the Company seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified. The Company waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Company that is inconsistent with these Conditions.

**3. SUPPLY OF SERVICES.** The Company shall supply the Services to LifeArc from the Services Start Date in accordance with the Contract. In supplying the Services, the Company shall:

- perform the Services with reasonable care and skill, and use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
- perform the Services in accordance with the description or specification for the Services provided in writing by the Company to LifeArc;
- co-operate with LifeArc in all matters relating to the Services, and comply with all instructions of LifeArc, including any instructions by LifeArc to provide all or part of the Services to any of LifeArc’s authorised contractors, consultants and/or agents;
- ensure that the Goods, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- obtain and at all times maintain all necessary licences and consents and comply with all applicable laws, statutes, regulations from time to time in force;

- observe all reasonable health and safety rules and regulations and security requirements that apply at any of LifeArc’s premises and have been communicated to the Company; and
- take reasonable care of all LifeArc Materials in its possession, maintain adequate insurance cover in relation to the LifeArc Materials while in the Company’s possession and make them available for collection by LifeArc on reasonable notice and request.

**4. SUPPLY OF GOODS.** The Company shall ensure that the Goods:

- correspond with the description or specification for the Services provided in writing by the Company to LifeArc;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Company or made known to the Company by LifeArc expressly or by implication, and in this respect LifeArc relies on the Company’s skill and judgement;
- where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

The Company shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. LifeArc has the right to inspect and test the Goods at any time before delivery. If following such inspection or testing LifeArc considers that the Goods do not conform or are unlikely to comply with the Company’s undertakings in this clause 4, LifeArc shall inform the Company and the Company shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Company shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Company’s obligations under the Contract, and LifeArc shall have the right to conduct further inspections and tests after the Company has carried out its remedial actions.

**5. DELIVERY OF GOODS.** The Company shall ensure that:

- the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition, and are suitably and sufficiently marked and labelled with information and advice necessary to instruct and warn any persons into whose hands the Goods may come about any hazards to health and/or safety that are reasonably foreseeable as arising from despatching, handling, using or possessing the Goods and also about the necessary precautions to be taken in relation to the Goods;
- the Goods are not delivered in instalments without LifeArc’s prior written consent; and
- each delivery of Goods is accompanied by a delivery note which shows the date of the order, the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

The Company shall deliver the Goods specified in each Order:

- on or before its relevant delivery date, specified in the Order (“**Delivery Date**”);
- at the delivery location, specified in the Order (“**Delivery Location**”); and
- during LifeArc’s normal business hours, or as instructed by the LifeArc.

**6. LIFEARC’S OBLIGATIONS.** LifeArc shall (i) provide such access to LifeArc’s premises and data, and such other facilities as may reasonably be requested by the Company and agreed with LifeArc in advance, for the purposes of providing the Services; and (ii) provide such necessary information for the provision of the Services as the Company may reasonably request. A failure by LifeArc to comply with the terms of the Contract can only relieve the Company from complying with its obligations under the Contract with effect from the date on which the Company notifies LifeArc of LifeArc’s failure and its effect or anticipated effect on the Services.

**7. TITLE.** Title to any Goods, including any physical media on which Goods are stored, and title to any goods or materials transferred to LifeArc as part of the Services shall pass to LifeArc on the earlier of their delivery to LifeArc (at the Delivery Location where applicable) or payment of the charges for them. Risk in the Goods any additional goods and materials transferred as part of the Services shall pass to LifeArc, subject always to clause 8, on signature of a delivery acknowledgement by LifeArc, where applicable, or otherwise upon receipt by LifeArc. The Company transfers the Goods and any additional goods and materials transferred as part of the Services to LifeArc free from all liens, charges and encumbrances. All LifeArc Materials are the exclusive property of LifeArc.

**8. LIFEARC REMEDIES.** If the Goods and/or Services do not comply with the undertakings set out in clauses 3 and 4 (as applicable) or if the Goods are not delivered on the relevant Delivery Date, then, without limiting any of its other rights or remedies under these Conditions, at law or otherwise, and whether or not it has accepted the Goods and/or Services, LifeArc may exercise any one or more of the following remedies:

- to terminate the Contract with immediate effect by giving written notice to the Company;
- to reject the Goods and/or Services (in whole or in part)
- to return the Goods to the Company at the Company's own risk and expense;
- to require the Company to repair or replace the rejected Goods and/or re-perform the relevant Services, or to provide a full refund of the price of the rejected Goods and/or Services;
- to refuse to accept any subsequent delivery of the Goods and/or Services which the Company attempts to make;
- to recover from the Company any costs incurred by LifeArc in obtaining substitute goods or services from a third party; and
- to claim damages for any other costs, loss or expenses incurred by LifeArc which are in any way attributable to the Company's failure to carry out its obligations under the Contract.

These Conditions shall apply to any repaired or replacement Goods or re-performed Services supplied by the Company.

**9. DATA PROTECTION.** To the extent that the Company processes any personal data controlled by LifeArc in undertaking its obligations under this Contract (as the terms "processes" and "personal data" are defined in the Data Protection Act 2018 or any amendment or replacement thereof), the parties will enter into a Data Processing Agreement in relation to such processing.

**10. INTELLECTUAL PROPERTY.** Each party shall retain ownership of the background Intellectual Property Rights introduced by that party under the Contract. All Arising IPRs will be owned solely by LifeArc. The Company hereby assigns (for no further payment) to LifeArc with full title guarantee by way of present and future assignment all interest and rights in the Arising IPRs and shall procure that its personnel shall assign all interest and rights in any Arising IPRs they may individually own to LifeArc. To the extent any Arising IPRs are not assigned by virtue of the Contract, such Arising IPRs shall be held (and the Company shall procure that its personnel shall hold) on trust by the Company (or such personnel) for the whole and exclusive benefit of LifeArc, and LifeArc shall have an irrevocable, exclusive, royalty-free, fully paid up, assignable, perpetual, worldwide licence to use and sub-licence the use of such Arising IPRs. The Company grants to LifeArc, or shall procure the direct grant to LifeArc of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence with the right to sublicense, to use any Company background Intellectual Property Rights for the purpose of receiving and using the Services and the Goods. LifeArc grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable, non-sub-licensable licence to use LifeArc's background Intellectual Property Rights for the term of the Contract for the sole purpose of providing the Services to LifeArc. The Company shall for no further consideration do all such things and execute all documents (and procure the same of its personnel) as necessary or reasonably required to assign or transfer all Goods and Arising IPRs to LifeArc, in accordance with clause 7. The Company undertakes to not register nor attempt to register any of the Intellectual Property Rights in the Goods unless requested to do so by LifeArc in writing. This clause 10 shall survive termination of the Contract.

**11. CHARGES AND PAYMENT.** In consideration for the supply of Goods and/or the provision of the Services, LifeArc shall pay the Company the charges in accordance with this clause 11. All amounts payable by LifeArc exclude amounts in respect of value added tax (VAT) which LifeArc shall additionally be liable to pay to the Company at the prevailing rate (if applicable), subject to receipt of a valid VAT

invoice. In respect of the Goods, the Company shall invoice LifeArc on or at any time after (i) completion of delivery and (ii) signature of a delivery acknowledgement by LifeArc, where applicable. In respect of Services, the Company shall invoice LifeArc on completion of the Services to LifeArc's satisfaction. Each invoice shall include all supporting information reasonably required by LifeArc. Unless LifeArc disputes an invoice in good faith, LifeArc shall pay each invoice which is properly due and submitted to it by the Company, within 30 days of receipt, to a bank account nominated in writing by the Company. If LifeArc fails to make any payment due to the Company under the Contract by the due date for payment, then, without limiting the Company's remedies under clause 14, LifeArc shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. LifeArc may at any time, without notice to the Company, set off any liability of the Company to LifeArc against any liability of LifeArc to the Company, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, LifeArc may convert either liability at a market rate of exchange for the purpose of set-off.

**12. CONFIDENTIALITY.** Each party undertakes that it shall not during the Contract, and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 12. Each party may disclose the other party's confidential information to (i) its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that it shall inform the other party as soon as is reasonably practicable and at the other party's request and cost seek to persuade the court or authority to have the information treated in a confidential manner, where this is possible. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract. The provisions of this clause 12 shall not apply to confidential information which the party under the relevant obligation of confidence can demonstrate by reasonable written evidence (i) in the case of confidential information disclosed to it by the other party, was, prior to receipt from the other party, in its possession and at its free disposal; (ii) is subsequently disclosed to it without any obligations of confidence by a third party; or (iii) is or becomes generally available to the public through no act or default of the party under the relevant obligation of confidence or its personnel. Any information contained in the Goods shall be the confidential information of LifeArc.

**13. LIMITATION OF LIABILITY AND INDEMNITY.** References to liability in this clause 13 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in the Contract limits any liability which cannot legally be limited, including liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Subject to the foregoing limitations and exclusions set out in this clause 13:

- neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Contract; and
- LifeArc's liability to the Company in respect of any one claim or series of linked claims under the Contract (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the charges paid or properly invoiced and due to be paid under the Contract in the twelve month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.

Without prejudice to LifeArc's other rights or remedies under the Contract and/or at law, the Company shall indemnify and keep LifeArc fully and effectively indemnified against all losses, liabilities, damages, costs, charges, claims and expenses arising from or incurred by LifeArc and/or any of its employees, agents and/or sub-contractors to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from:

- any claim that any Goods and/or Services infringe the Intellectual Property Rights of any third party;
- any other direct or indirect breach or negligent performance or failure or delay in the Company's performance of the Company's obligations under and/or pursuant to the Contract; and/or
- any liability to tax, employer and employee national insurance contributions and, if applicable, apprenticeship levy that may arise as a result of, or in connection with, deemed employment (within the meaning of the off-payroll working rules contained in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003) of any worker engaged by the Company or otherwise made available to deliver the Services; and/or
- any breach by the Company (or any of its relevant sub-processors or the Company's or sub-processor's personnel) of any applicable data protection legislation including but not limited to the UK GDPR (EU) 2016/679 and the UK Data Protection Act 2018.

**14. TERMINATION.** Without affecting any other right or remedy available to it, LifeArc may terminate the Contract for convenience by giving at least 30 days written notice to the Company. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**15. EXIT ARRANGEMENTS.** On termination of the Contract for whatever reason (a) the Company shall immediately deliver to LifeArc all Goods whether or not then complete, and return all LifeArc Materials. If the Company fails to do so, then LifeArc may enter the Company's premises and take possession of them. Until they have been delivered or returned, the Company shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and (b) the Company shall, if so requested by LifeArc, provide all assistance reasonably required by LifeArc to facilitate the smooth transition of the Services to LifeArc or any replacement supplier appointed by it.

## 16. GENERAL

**Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 30 days written notice to the affected party.

**Subcontracting.** The Company may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of LifeArc. If LifeArc consents to any subcontracting by the Company, the Company shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

**Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**Status.** The Company is an independent contractor, and nothing in the Contract shall be deemed to create a partnership, joint venture,

franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind the other party. **Ethical Conduct.** The Company acknowledges that it has reviewed LifeArc's Code of Conduct for Suppliers and agrees to comply with such Code in connection with its performance under the Contract. LifeArc's Code of Conduct, which may change from time to time, is located at: <https://www.lifearc.org/about/reports-statements/>.

**Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by 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. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**Notices.** Any notice to be given under the Contract shall be in English, in writing and shall be delivered (i) by Royal Mail signed for first class mail (if sent to an inland address) or by international courier (if sent to an address outside of the United Kingdom) or (ii) by email to the address of the other party appearing in the Order or any other address notified in writing from time to time by the parties.

**Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

**Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.