

## FERA SCIENCE LIMITED

### Proficiency Assessment on Demand (PAD) Testing Services - Specification

PAD Testing Services will be delivered by Fera strictly in accordance with the Terms and Conditions, which shall apply to the exclusion of all other terms and conditions which Customer may purport to apply under any purchase order or similar document.

#### 1. DEFINITIONS

Capitalised terms used in this Agreement shall have the meaning given to them in the Terms and Conditions, except that the following capitalised terms shall have the following meaning(s):

**"Products"** means sample(s) of the specific matrix/analyte combination produced by Fera for performance of analytical activities by Customer'

**"Instructions"** means the written instructions provided by Fera accompanying the Products instructing the details of the analysis to be performed by Customer and the format and content of analytical data to be returned by Customer to Fera;

**"Order"** means an order for Services placed by Customer and accepted in writing by Fera;

**"PAD Services"** means Fera's system for the objective verification of Customer laboratory performance results by assessing accuracy of Customer's analysis of a specific matrix/analyte combination present in Products, by comparison with analytical values assigned to that product during international PTs, and the review and processing of Customer's data to generate and deliver a test report; and

**"Standard Terms and Conditions"** means Fera's 'Standard Terms and Conditions for the Supply of Goods and Services, available at [https://www.fera.co.uk/media/wysiwyg/Terms\\_Conditions\\_-\\_September\\_2018.pdf](https://www.fera.co.uk/media/wysiwyg/Terms_Conditions_-_September_2018.pdf) or upon written request from Fera.

#### 2. ORDER PROCESS

- 2.1. Fera will advertise the availability of PAD Services via its website or through direct marketing to Customer.
- 2.2. The advertisement of PAD Services does not represent an offer capable of acceptance. PAD Services are provided subject to availability and may be modified or withdrawn at Fera's absolute discretion and without notice. Fera shall have no obligation to provide PAD Services except pursuant to a validly executed Order.
- 2.3. Customer may request PAD Services by following the order process on Fera's website. An Order is formed when Fera confirms its acceptance of Customer's request in writing.
- 2.4. Fera will use its reasonable endeavours to provide PAD Services to Customer as stated in each Order. Each Order will be deemed to be a separate agreement.
- 2.5. The Price for PAD Services will be stated in each Order. Fera will invoice for the Price upon acceptance of each Order, which will be payable in accordance with the Terms and Conditions. Where Fera (at its discretion) declines to provide credit terms to Customer then delivery of PAD Services will be subject to receipt of the Price.

##### Cancellation by Customer.

- 2.6. Customer may cancel an Order by email to: [info@fapas.com](mailto:info@fapas.com) (or such other email address as Fera may notify to Customer, or advertise generally to customers).
- 2.7. Cancelled Orders will incur a cancellation fee calculated as 50% (fifty per cent) of the Price stated in each Order. Where Customer has made payment prior to cancelling an Order, Fera will arrange for the return of the Price (subject to retaining the cancellation fee) within thirty (30) calendar days.
- 2.8. Fera shall have no further obligation to deliver PAD Services in respect of a cancelled Order.

##### Cancellation by Fera

- 2.9. Fera may cancel an Order on written notification to Customer, whereupon Customer will elect to either:

- (a) receive a refund of the Price paid in respect of that Order (to be provided by Fera within thirty (30) calendar days); or
- (b) receive a credit on its account equivalent to the Price paid in respect of that Order, to be used within eighteen (18) months from the date of issue.

If Fera does not receive Customer's election within thirty (30) calendar days of notification, Customer will be deemed to have elected the option under clause 2.9(b).

Additional services.

- 2.10. Additional services (e.g. additional test report or additional products) required by Customer will be provided subject to availability and charged at commercial rates. Requirements for additional services shall be requested by Customer using the same mechanism used to order PAD Services.

### **3. DELIVERY**

- 3.1. Fera will deliver the PAD Services as follows:

(a) Delivery.

- (i) Fera will arrange delivery of Products DAP Customer's designated facility (Incoterms 2010, for which purposes Fera shall be construed as the 'seller' and Customer shall be construed as 'buyer') on a Working Day and during Fera's normal business hours.
  - (ii) Courier costs will be added to the price by Fera in accordance with clause 10.2 of the Terms and Conditions
  - (iii) Fera will notify Customer when Products are despatched and provide courier tracking codes (if applicable). Fera will not track individual packages - Customer shall notify Fera within ten (10) Working Days if Products have not been delivered on time.
  - (iv) Fera will provide its courier with contact details of Customer's Representative as notified to Fera by Customer during the ordering process.
  - (v) Customer acknowledges that it must respond to communications received by the courier, and that failure to do so may lead to loss or destruction of Products, which shall be at Customer's risk.
  - (vi) Customer will be responsible for paying local customs or excise duties (if applicable).
- (b) Customer will perform analytical test(s) on the Product(s) and submit its analysis to Fera in accordance with the Instructions.
- (c) Following receipt of Customer's analysis, Fera will generate and deliver a test report to Customer in electronic format within 10 working days of the closing date of the test containing the content and in the format used by Fera generally in providing like services.
- (d) The test report will include an assessment of Customer's analytical performance (normally in the form of a z-score).

- 3.2. Fera will not be required to provide a Test Report unless Customer returns data as instructed in the Instructions.