



General Terms & Conditions of Supply

(Updated March 2026)

1. Interpretation

1.1 Definition

In this document

- **Stansted Labs means Stansted Laboratories Limited.**
- **Parties means Stansted Labs and its Customer**
- **Managing Director means Mr Griff Crouch, Pamela Crouch, Amanda Crouch, Alex Crouch**

1.2 These Terms and Conditions supersede and replace all other prior verbal or written price quotations and agreements between the parties and take precedence over all previous agreements between the parties. No alteration, waiver or representation shall be binding unless it is in writing and signed by the Managing Director of Stansted Labs.

2. Placement of Order

2.1 A Customer's order will be valid only if it is sent by mail, fax or other electronic message on letterhead of the customer or by using Stansted Labs approved Sample Submission Sheet. The customer must confirm in writing orders given by telephone immediately after they are made and in any event, will be deemed to have placed an order if the customer sends samples to Stansted Labs. Stansted Labs is not obligated to start any analytical work unless the order is clear and it has been provided with all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of Stansted Labs, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 Prices are exclusive of all applicable taxes, duties and any other impositions whatsoever, which if applicable shall be paid by the Customer in addition to the price. Any other charges stated separately from the price are payable by the Customer at the same time, and shall be treated as part of the price.

3.2 Unless specifically agreed otherwise by Stansted Labs in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised in writing within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with interest at Bank Of England ("BOE") base rate plus 2% or the maximum interest rate permitted by applicable law.

3.3 The invoice settlement method is cash, cheque, bank transfer, PayPal or direct debit. Any other method of payment must receive prior agreement from Stansted Labs.

3.4 Stansted Labs may require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples

4.1 The samples must be clearly and accurately labelled and in a condition that makes the preparation of reports/analyses possible. Stansted Labs shall conduct an initial examination of the samples to check their suitability before processing them.

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Samples must be accompanied by a legible and accurate Sample Submission Sheet. This form can be downloaded from Stansted Labs website. The information on the bottle label must match that on the Sample Submission Sheet. All required tests must be clearly stipulated.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Stansted Labs premises, instruments, personnel or representatives. It is the Customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, labelling, transportation and disposal and to inform Stansted Labs personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample. The customer shall be responsible for, and indemnifies Stansted Labs against, all costs, damages, liabilities and injuries that may be caused to or incurred by Stansted Labs or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Customer's sample or by sampling site conditions. The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste.

5. Property Rights on Sample and Sample Storage

5.1 All samples become the property of Stansted Labs to the extent necessary for the performance of the order. Stansted Labs shall store samples for a maximum of one week after providing the analysis results. If the analysis results are satisfactory Stansted Labs will destroy the samples at the end of the week period from the provision of the results or earlier. If the results are unsatisfactory the customer may request return of samples at no additional charge. Due to stability issues of the relevant samples, Stansted Labs will take reasonable steps to store the samples, according to professional practice.

5.2 Stansted Labs reserves the right to dispose of or destroy the samples without further notice after the one week retention period outlined in clause 5.1 (except where the customer has requested Stansted Labs for a return of the sample within that one week period). If the customer requests the return of sample, Stansted Labs shall return this to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by Stansted Labs. Nevertheless, Stansted Labs shall make reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by UK post, or available via electronic means.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by Stansted Labs to the Customer shall remain with Stansted Labs until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them.

7.2 Even after payment in full by the customer, Stansted Labs shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to Stansted Labs in accordance with the current state of technology and methods developed and generally applied by Stansted Labs and the results may not always be absolutely precise and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a reasonable degree of care but Stansted Labs cannot guarantee that these will always be correct or absolute. This limited warranty expires three months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise.

8.2 Each analytical report relates exclusively to the sample analysed by Stansted Labs. If Stansted Labs has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed Stansted Labs recommendations, Stansted Labs shall not bear any responsibility if the sampling



plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 Unless otherwise specifically agreed in writing by Stansted Labs, Stansted Labs accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the laboratories of Stansted Labs.

8.4 The customer warrants and represents to Stansted Labs that all samples sent to Stansted Labs for analysis are safe and in a stable condition and undertakes to indemnify Stansted Labs for any losses, injuries, claims and costs which Stansted Labs, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform Stansted Labs in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature. Where notified by the customer in writing in advance, Stansted Labs shall maintain a written record of the chain of custody of any formal samples that it receives as part of the service.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be between exclusively the customer and Stansted Labs. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold Stansted Labs harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9 Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law and subject at all times to clause 9.2: (a) Stansted Labs (together with its officers, employees, agents and sub-contractors) the “Stansted Labs Indemnifying Parties”) shall be liable only for the direct damage caused by the Stansted Labs Indemnifying Party’s breach of its obligations under these Terms and Conditions for performance of its services and only if Stansted Labs has received written notice not later than three (3) months after the date of the Customer’s knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), Stansted Labs Indemnifying Parties’ aggregate liability in respect of all or any claims in relation to an order, and the customer’s exclusive remedy, with respect to Stansted Labs services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct loss or damage caused by the Stansted Labs Indemnifying Party’s breach of its obligations under these Terms and Conditions in connection with the performance of the order and (ii) five times the amount Stansted Labs actually received from the customer in relation to the order up to ten thousand pounds sterling (£10,000).

9.2 Stansted Labs shall not be liable for any of the following: (i) for any increased costs or expenses (ii) loss of business profits; or (iii) depletion of goodwill or other similar losses; or (iv) loss of business opportunities; or (v) loss of contracts; or (vi) loss of revenue; or (vii) loss of anticipated savings; or (viii) loss of or damage to data. However, Stansted Labs only exclude and limit their liability as permitted by applicable law. Stansted Labs do not exclude or limit their liability for death or personal injury caused by their negligence, for their fraudulent misrepresentation or for breach of implied terms under any applicable statute regarding Stansted Labs right to transfer good title (subject at all times to clause 7).

9.3 It is a condition of Stansted Labs acceptance of an order that the Customer indemnifies Stansted Labs for any losses, injuries, claims and costs which the Stansted Labs may suffer as a result of arising from or in any way connected with its role under or services or software provided pursuant to these Terms and Conditions, except to the extent that the Stansted Labs are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within one week after the customer receives the results. The customer shall bear the costs of all repeat testing or review (including sampling, transportation, analytical and disposal costs for the repeat analysis). Furthermore, a repeated analysis will be possible only if Stansted Labs has a sufficient amount of the original sample on hand when it receives the customer’s objection.



11. Force Majeure

Stansted Labs cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Stansted Labs reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 Stansted Labs shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stems from the customer directly or from a third party and shall use reasonable efforts to keep such data confidential, in compliance with applicable law. Stansted Labs shall not use any personal data (within the meaning of the Data Protection Act 2018) received from the customer as part of a service for any purposes other than to provide the service or as otherwise required or permitted by law.

12.2 Stansted Labs shall use reasonable efforts to keep all analysis results and service reports confidential, subject to Stansted Labs rights as set forth in clause 7.2 the right to use them in order to demonstrate its entitlement to payment for services rendered and the requirement to disclose certain information as required by law, by any governmental or other regulatory authority (including, without limitation the Environment Agency and Health and Safety Executive ("HSE")) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the customer as much notice of such disclosure as possible.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party without the prior written agreement of Stansted Labs or as otherwise required by law, by any governmental or other regulatory authority (including, without limitation, the Environment Agency and Health and Safety Executive ("HSE")) or by a court or other authority of competent jurisdiction. In addition, the customer is required to maintain secrecy concerning all services provided by Stansted Labs and their results as well as the composition of products and software delivered by Stansted Labs. Analysis results are not to be publicly disclosed or exploited without the prior written consent of Stansted Labs or as otherwise permitted under this clause 12.3. The customer (irrespective of any written consent for disclosure that may be given by Stansted Labs) (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Stansted Labs Indemnified Parties against any liability which the Stansted Labs may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 **EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, ALL CONDITIONS, WARRANTIES AND OTHER TERMS (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY STANSTED LABS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF STANSTED LABS CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

13.2 These Terms and Conditions may be modified in writing from time to time by Stansted Labs and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time Stansted Labs accepts the order.

13.3 Failure by either Stansted Labs or the Customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

13.4 Except as expressly set out in these Terms and Conditions, a person who is not a party to this contract shall not have any rights under or in connection with it.



14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions and any contract which incorporates these Terms and Conditions shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction over any disputes.



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