

**Orchid Cellmark Ltd**

# Standard Terms & Conditions

## for the Provision of eDNA Testing Services

### Definitions

**"Cellmark", "we", "us", "our", "ours"** means Orchid Cellmark Ltd. Registered in England No. 4045527. Registered Office: Unit G1 Valiant Way, i54 Business Park, Wolverhampton, Staffordshire, WV9 5GB; VAT ref GB750029264. Email [info@cellmark.co.uk](mailto:info@cellmark.co.uk).

**"Client", "Customer", "you", "your", "yours"** means the recipient of the Testing Services.

**"Contract"** means the binding contract for Testing Services between you and us formed in accordance with and subject to these terms and conditions.

**"eDNA testing" and "DNA analysis"** refers to laboratory testing to determine the presence of a particular species from a range of environmental samples including pond water and shall be carried out using whatever test(s) is/are deemed necessary by us in our absolute discretion.

**"Order"** means an order (oral or written) received from the Client for the supply of Services, including by post, on-line, in person or by telephone (in the latter case we shall record the details of your order on your behalf).

**"Payment Details Form"** means the form which once completed represents a commitment to pay.

**"Sample"** means any sample accepted by us for eDNA analysis.

**"Sampler"** means the person who collects the Sample(s) using the Sampling Kit.

**"Sampling Kit"** means the sampling kit supplied by Cellmark to collect an eDNA sample(s).

**"Service Information"** means the on-line and printed information made available to Customers describing our Testing Services and associated charges.

**"Testing Services"** means the services described in the Service Information.

**"Third Parties"** means all persons other than you and us.

1. Submission of an Order gives rise to a Contract to the exclusion of any other terms and conditions insofar as such exclusion does not affect your statutory rights such as your right to change your mind, by way of written notice to us, within seven days of submission of an Order, unless that order has already been fulfilled.
2. All fees payable for Testing Services are quoted exclusive of VAT in the relevant Service Information.
3. Unless specifically detailed, any standard fee does not cover provision of the following non-exhaustive items:
  - i. Any fees or costs associated with either the taking of a Sample(s) or its return to Cellmark.
  - ii. Any additional scientific work required.
4. We will only carry out the Testing Services when the following have been supplied to us to our satisfaction and in accordance with our directions given from time to time:
  - i. An Order.
  - ii. Payment or a completed Payment Details Form which is a commitment to pay.
  - iii. All samples relevant to the purpose for which the Testing Services are required.
5. Payment is either required in advance or within 30 days from the invoice date.

6. Submission of an Order is a commitment to pay for the sampling kits at £25 + VAT per kit. The return of a sampling kit that has been used to collect a sample is the authority to commence the laboratory process and incur the full testing fee. No refunds can be made once a sample has been received and testing started. If payment of the full testing fee is made in advance, Cellmark will refund the testing fee for any unused Orders, minus the sampling kit fee (and any additional courier charges and associated administration costs, which will usually be £20 + VAT per order). Cellmark reserves the right to make a cancellation charge of £20 for orders cancelled prior to the dispatch of kits for administrative procedures carried out.
7. We reserve the right to request further Samples at the expense of the Customer requesting the analysis, in particular but without limitation, in cases where the quantity or quality of the Sample received is not, in our opinion, adequate or does not comply with the issued instructions.
8. We do not accept responsibility for the acts or omissions of the Sampler and we do not accept responsibility for Samples:
  - i. Taken using sampling kits different to those supplied/approved in advance by us.
  - ii. Damaged in transit (whereby we reserve the right to destroy all such samples on receipt).
9. We will take all reasonable steps to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned.
10. The results of the analysis will normally only be disclosed in writing (including e-mail and other electronic formats).
11. All samples tested in Cellmark's laboratories will be destroyed after testing and the associated data held for a minimum of 4 years in accordance with our standard internal procedures, unless we are otherwise prior instructed in writing. Storage of samples beyond our standard timescales will be subject to a reasonable storage charge. This does not apply to Samples or data used for validation purposes (see paragraph 13) - see Cellmark's Privacy Policy on our website [www.greatcrestednewtedna.co.uk](http://www.greatcrestednewtedna.co.uk). We are legally required to retain invoices for 6 years.
12. Submission of an Order will be deemed consent to our providing information and instructions to Third Parties required to provide our services such as courier companies.
13. Cellmark shall be entitled to use data, results and surplus samples submitted for testing in studies relating to such matters as statistical, analytical and genetic parameters for testing and validation of methodology by independent bodies.
14. In the event of any party being able to establish a claim for damages resulting from any act or omission whether negligent or otherwise of Cellmark in the provision of any service hereunder, the liability of Cellmark to pay damages will be limited to £10,000 in respect of any one set of samples. In any event no such claim will be entertained unless the same is made in writing within twelve months of the date of the report. All and any other liability of Cellmark is excluded to the fullest extent permitted by law.
15. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.