

Terms & Conditions

1. Interpretation

1.1 The following definitions apply in these Conditions:

Charges: the charges payable by the Client in accordance with Condition 6 for the Services;

Client: the person or firm who purchases Services from i2;

Conditions: these terms and conditions as amended from time to time;

Contract: the contract between i2 and the Client for the supply of Services in accordance with these Conditions;

Deliverables: products supplied or hired by i2 to the Client, including certificates, results and/or reports, sampling media (as applicable);

Group Company: in relation to a company, that company, any subsidiary, or holding company of that company and any subsidiary of a holding company of that company;

High Risk Samples: has the meaning set out in Condition 4.1.5;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

i2: i2 Analytical Ltd, registered in England and Wales with company number 4750390;

Laboratory: the laboratory where the Samples are to be tested;

Method: the procedure for testing;

Order: the Client's order for the Services as set out in the Client's purchase order form or alternative instruction (written, verbal or by e-mail), the chain of custody submitted by the Client in respect of the Samples (if any), the Client's acceptance of a Quotation or the delivery of the Samples to an i2 facility as the case may be;

Quotation: a written or verbal quotation issued by i2 (in its discretion) including contract rates;

Rate Card: i2's standard rate card from time to time;

Report: written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services;

Samples: the samples the Client requires analysing and/or testing and against which i2 has either provided a Quotation, created a chain of custody for or otherwise

commenced the provision of the Services in respect of, pursuant to Condition 2.1;

Services: the services to be supplied by i2 to the Client including the testing and storage of Samples, supply of Deliverables and courier services (where agreed by i2), as may be set out in further detail in the Quotation or the service level agreement issued by i2 (if any).

1.2 In these Conditions:

1.2.1 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

1.2.2 any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.2.3 a reference to writing or written includes fax and email, or any other electronic communication that provides traceability of information.

2. Application

2.1 The Order constitutes an offer by the Client to purchase the Services in accordance with these Conditions. The Order shall only be accepted or deemed accepted when i2 either:

2.1.1 issues written acceptance of the Order;

2.1.2 creates a chain of custody record in respect of the Samples delivered to an i2 facility or collected by i2's couriers (if the Client has not provided one); or

2.1.3 otherwise commences the provision of the Services;

(whichever is the earlier) at which point, and on which date the Contract shall come into existence (Commencement Date) and the Contract shall only relate to those Services that are the subject of the Order. If the Client delivers Samples in batches to an i2 facility or requires the Services in respect of other Samples, such batches of Samples and other Samples shall be subject to their own Contract.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate (including the Client's Order), or which are implied by trade, custom, practice or course of dealing.

2.3 Quotations are based upon the information provided to i2 by the Client at the time of the enquiry. Charges shall be measured by the actual quantities of Samples delivered to an i2 facility or if the Services are provided on site, the Samples subject to the Services. Any Quotation shall not constitute an offer and will only remain valid for a period of three calendar months from the date of issue.

2.4 Any samples, drawings, descriptive matter or advertising issued by i2, and any descriptions or illustrations contained in i2's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.

2.5 No acceptance or acknowledgement, even if in writing and signed by i2, of the

Client's Order, or any other document pertaining to the Services, shall constitute acceptance of any provision of the Client's Order or any other document that conflicts with these Terms and Conditions unless i2 specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with 2.6.

2.6 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and signed by an officer or duly authorized signature of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

2.7 In the event the Client cancels, postpones or amends any order (in whole or in part) at any time, i2 shall be entitled to generate Charges to the Client relating to the Order plus all expenses incurred in the provision of the Services relating to the Order, incurred by i2 prior to the time of the cancellation, postponement or amendment, plus any other losses, expenses, and costs incurred by i2 as a result of the cancellation, postponement or amendment.

2.8 i2 reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at i2's discretion.

3. Supply of Services

3.1 i2 agrees to supply the Services to the Client in accordance with the Method.

3.2 The Method shall be as requested by the Client or if the Client has not requested a Method, i2 shall select the appropriate Method and inform the Client of the same. Notwithstanding the foregoing, i2 may amend the Method if the Method chosen by the Client is not the latest valid version of the Method or where it is not possible or appropriate to use the latest Method.

3.3 i2 shall use its reasonable endeavours to meet any performance dates reasonably requested in writing the Client, but any such dates shall be estimates only and i2 shall not be liable to the Client for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Client by reason of such delay. Time shall not be of the essence of the Contract.

3.4 i2 warrants to the Client that the Services will be provided in a satisfactory and workmanlike manner, consistent with industry standards.

3.5 The Services will be provided at the Laboratory or such place as i2 deems appropriate from time to time (which may include on site testing or sub-contracting, in accordance with specific contractual requirements (if any)).

3.6 Where statements of conformity are required by the Client, these shall be in accordance with the decision rule notified by i2 to the Client (unless it is inherent in the requested specification or standard). In all such cases, and unless otherwise

specifically agreed with i2, the decision rule applied to such test data and reports is binary and based on the laboratory result obtained; therefore not taking into account any sample based or analytical method uncertainty associated with the result.

3.7 Statements of conformity with Client specifications are based on actual analytical results with no contribution from uncertainty of measurement. Application of uncertainty of measurement would provide a range within which the true result lies. An estimate of measurement uncertainty can be provided on request.

3.8 The Deliverables may be subject to such conditions or caveats as i2 deems reasonable as may be specified in such Deliverables.

3.9 Reports are issued on the basis of information known to i2 at the time the Services are carried out. Although i2 will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Client, its employees and on the information submitted to i2. All Reports are prepared on the basis that:

3.9.1 there is no responsibility to any person or body other than the Client;

3.9.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

3.9.3 the Report is determined solely by the professional analysis undertaken by i2's employees on each individual Contract and any forecasts by i2 of the results is an estimate only;

3.9.4 i2 is entitled to be paid the Charges irrespective of the results or conclusions reached in the Report;

3.9.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and

3.9.6 the results are final and approved by i2. i2 shall be under no liability where the Client has acted on preliminary, unapproved results or advice.

3.10 The Client acknowledges and expressly agrees that, subject to 3.11, where the Contract specifies that the Services include non-destructive testing of the Samples, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Clients to i2 in relation to the Contract. Under no circumstances will i2 be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction or loss of the Client's property.

3.11 When testing, analysis or other services are carried out, i2 shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Client unless the Client notifies i2 in writing before delivery to the Client and the property itself delivered to i2 is clearly marked "Do Not Destroy or Damage". If such notice is given and the Client's property is so marked, i2's liability for damage to or destruction of the Client's property is limited to the lesser of:

3.11.1 the value of the Client's property; or

3.11.2 the cost of the Services performed on the damaged property pursuant to the Contract.

4. Client Obligations

4.1 The Client shall:

4.1.1 provide i2 with such information and materials as i2 reasonably requires to supply the Services including a unique purchase order number, reference or authorization about each of the Samples and/or Services in order to assist in achieving an efficient service, and ensure that such information and materials (including the terms of the Order and Method requested) are complete, accurate and appropriate for the Samples;

4.1.2 co-operate with i2 in all matters relating to the Services;

4.1.3 provide i2, its employees, agents, consultants and subcontractors, with access to the Client's premises and/or sites where the Samples are to be collected from and such other facilities as reasonably required by i2;

4.1.4 obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.5 inform i2 in writing in advance of i2 carrying out any Service on a Client Site or Samples that are of a dangerous or unstable nature including any intended delivery of any known or suspected hazards, dangers, or high levels of contaminants associated with any Order, or Samples or testing including, the presence or risk of radiation, toxic, noxious contaminants or explosive elements or materials, environmental pollution or poisons or biologically active Samples (High Risk Samples). The Client shall accept full responsibility for appropriate safety labelling pertaining to the Samples and any equipment provided to i2 by the Client.

4.1.6 comply with all applicable laws, including health and safety laws;

4.1.7 where the Services are to be provided on site, prepare the site for the supply of the Services.

5. Couriers

5.1 Unless otherwise agreed with i2, the Client is responsible for arranging delivery of the Samples to an i2 facility.

5.2 The Client is responsible for ensuring Samples are appropriately packaged for transportation to an i2 facility. i2 shall have no liability to the Client for failing to provide all or part of the Services as a result of or in connection with Samples being inappropriately packaged and the Client shall be liable to pay the Charges in respect of Services provided.

5.3 i2 Couriers. Where i2 has agreed to use its in-house or third-party couriers, i2 shall use reasonable endeavours to arrange for the Samples to be collected from the Client's site at the time and date notified by i2 to the Client. Subject to Condition 5.2, risk and responsibility for the transportation of Samples shall pass to i2 upon collection of the Samples from the Client's site by i2's courier. Time for collection and delivery of the Samples to an i2 facility shall not be of the essence of the contract.

5.4 Client Couriers. If the Client is arranging its own transportation of the Samples, the Client shall be responsible for sourcing appropriate transportation. Time for delivery of the Samples shall be of the essence of the Contract. Subject to Condition 5.2, risk and responsibility for the Samples shall pass to i2 once the Samples have been delivered to, signed for and inspected by an i2 facility. i2 will not be responsible for any losses of any nature (howsoever arising) if Samples are lost or broken in transit.

5.5 No Collection/Delivery – Where i2 has arranged for the collection of Samples or the delivery of Deliverables and i2 or its third party courier is unable to take collection of the Samples or make delivery of the Deliverables at the time and place agreed with the Customer, unless the Customer has cancelled the collection or delivery in writing in sufficient time for the collection or delivery to be terminated without cost to i2, then i2 shall be entitled to charge the Customer its standard charge for the courier service notwithstanding the fact that the Samples were not collected or Deliverables were not delivered and such sums shall form part of the Charges payable for the Services.

6. Charges

6.1 In consideration of the provision of the Services, the Client shall pay the Charges, which shall be based on the number of the Samples and Services to be provided and calculated in accordance with the Quotation and Rate Card, provided always that any Charges set out in a Quotation may be increased if the Samples are High Risk Samples. In the event that no specific quote number is provided by the Client when submitting an order, i2 shall be entitled to charge according to underlying contract rates in place for the Client, or should these not be in place, then i2 shall be entitled to charge according to the Rate Card.

6.2 In the event a request is made by the customer to cancel an active job, a review will be conducted to assess what preparation, extraction and analysis has been undertaken. From this, the customer will be invoiced for what has been completed up to this point.

6.3 i2 shall be entitled to invoice the Client monthly in arrears for the Services provided during the relevant month and/or on completion of the Services.

6.4 The Client shall pay invoices within 30 days of the date of the invoice by electronic transfer in cleared funds in the currency specified in i2's Quotation or order confirmation. Time for payment shall be of the essence of the Contract. Without prejudice to any other right or remedy of i2, if the Client fails to pay any sums due under the Contract by its due date, i2 shall be entitled to charge interest on the sum outstanding from time to time at the rate of 4% above the base rate (HSBC base rate at that time).

6.5 All amounts due under the Contract are exclusive of VAT which the Client shall pay at the standard rates from time to time and shall be paid in full without any set-off, counterclaim, deduction or withholding unless required by law. In the event the Client is required by law to make such payment subject to the deduction of withholding tax, the

sum paid by the Client shall be increased to the extent necessary to ensure that after such deduction or withholding i2 receives an amount equal to Charges it would have received had no such deduction or withholding been required.

6.6 Notwithstanding Condition 6.1, in the event any unforeseen circumstances arise following the Commencement Date, i2 shall endeavour to inform the Client and shall be entitled to charge further Charges to cover extra time and costs incurred by i2 in providing the Services.

6.7 i2 may retain or set off any sums owed to it by the Client which have fallen due and payable against any sums due to the Client under this Contract or any other agreement between the parties or any of their Group Companies.

6.8 The Client undertakes that during the provision of the Services and for 6 months following the completion thereof, the Client shall not:

6.8.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any of i2's employees with whom the Client has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Client's purchase order or the date of the Quotation; or

6.8.2 employ (directly or through a third party) any party as referred to in 6.6.1 or engage them in any way to provide services to the Client.

This undertaking shall not apply in respect of any of i2's employees who without having previously approached directly or indirectly by the Client, responds to an advertisement placed by the Client or on the Client's behalf.

In the event of a breach of this undertaking, which leads to the departure of any person as referred to in 6.6.1, the Client will pay to i2, on demand, a sum equivalent to 50% of the total annual remuneration package paid by i2 to the individual prior to his or her departure. The Client acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to i2.

6.9 In the event that collateral warranties or letters of reliance are requested by a Client and agreed to be provided by i2, i2 shall be entitled to apply a charge of not less than £150 per set of warranties or letter of reliance provided.

6.10 Should any media or containers which have been provided by i2 free of charge, not be returned to i2 by the later of the end of the calendar year or within 6 months from the date of delivery of the media to the Client, then i2 shall be entitled to apply a non-return charge of the higher of cost or £1 per item of media.

6.11 Where the Client requests amendments in to invoices issued by i2 in respect of information which has been provided by the Client (such as the name and address of the Client), i2 shall be entitled to apply a charge of £25 in respect of processing the requested amendment.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) in

particular with the Deliverables, shall belong to and remain the property of i2 unless otherwise expressly agreed as part of the Contract.

7.2 Provided the Client has paid the Charges due in full, i2 grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business but the Client shall not have the right to sub-license, assign or otherwise transfer the rights granted to it under this Condition 7.2. Any Deliverable may be made subject to such conditions and caveats as i2 may deem appropriate in its absolute discretion (acting reasonably).

7.3 The Client shall indemnify i2 against all losses to which i2 may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Client for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

8. Limitation of Liability

8.1 i2 will maintain Professional Indemnity Insurance provided that such insurance is available at commercially reasonable rates and on commercially reasonable terms. The limits and exclusions in this Condition reflect the Services to be provided, Charges payable and insurance cover i2 has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation; and

8.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.3 Subject to Condition 8.2, i2's total liability in respect of the Services and results produced for a particular Sample shall be limited to 125% of the Charges payable for the testing of that Sample.

8.4 Subject to Condition 8.2 and 8.3, i2's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall not exceed 125% of the Charges for the Services.

8.5 Subject to Condition 8.2, i2 shall not be liable to the Client for any loss or damage which may be suffered by the Client (or any person claiming through or under the Client) whether the same are suffered directly or indirectly and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which falls within the following categories:

8.5.1 loss of profits or turnover;

8.5.2 loss of anticipated savings;

8.5.3 loss of business opportunity;

8.5.4 loss of goodwill;

8.5.5 loss or corruption of data or information;

8.5.6 damage to reputation; or

8.5.7 any special, indirect or consequential loss;

provided that this Condition 8.5 shall not prevent claims for direct financial loss that are not excluded by Condition 8.5.1 to 8.5.7 inclusive.

8.6 i2 shall not be liable for any damage or losses or any additional damage or losses to the extent they arise as a result of or in connection with:

8.6.1 any failure of the Client to observe and perform its obligations under the Contract;

8.6.2 any actions taken or not taken by the Client on the basis of any Deliverables, as the Client is responsible for its own conclusions drawn from any Deliverables, assessing the Deliverables and deciding what action to take. The Client agrees and acknowledges that the Deliverables are a tool to aid the Client;

8.6.3 any incorrect results arising as a result of or in connection with any unclear, erroneous, incomplete, misleading or false information or materials provided by or on behalf of the Client to i2.

8.6.4 any use of the Deliverables in breach of the Contract.

8.7 i2 has given commitments as to compliance of the Services with relevant specifications in Condition 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 i2 shall be under no obligation to provide collateral warranties or letters of reliance unless previously requested and agreed in writing by a director prior to the Services commencing. Additional Charges will be payable by the Client for the same.

8.9 i2 shall have no liability to the Client unless the Client has served notice of the claim on i2 within 3 months of the date the Client became aware or ought to have become aware of the consequences of the event giving rise to the claim and within one year after the completion of the Services to which the claim relates.

8.10 Except where the Services are provided to a person who deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

8.11 The Client acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Client will accept such risk and/or insure accordingly.

8.12 Save as aforesaid, i2 shall owe no duty of care to any person other than the Client in respect of the Services or Deliverables.

9. Confidentiality

9.1 Each party undertakes that it shall not at any time during the Contract, or following its termination, disclose to any person any confidential information of the other party, except as permitted by this Condition 9.

9.2 i2 acknowledges that the content of the Deliverables will contain confidential information belonging to the Client and shall not be disclosed by i2 without the written consent of the Client, provided always i2 may store, use and publish all analysis results in an anonymous form which does not identify the Client or the site where the Samples were taken. i2 will notify the Client in advance, if it intends to put any information in the public domain.

9.3 Each party may disclose the other party's confidential information:

9.3.1 to its employees, officers, representatives, 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 Condition; and

9.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority,) provided that, unless otherwise required by law the party whose confidential information is being disclosed is given not less than 2 working days' notice of the intended disclosure.

9.4 The obligations of confidentiality shall not apply to any confidential information which the other party can show is or subsequently comes into the public domain other than by breach of that party's obligations under the Contract.

9.5 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.6 i2 and the Client agree that any information about the Client that i2 obtains from sources other than the Client (complainants and regulators) shall be confidential between the Client and i2. Notwithstanding the foregoing, nothing in this Condition shall oblige or require i2 to provide details of the source of such information to the Client and such information shall be confidential to i2 and may only be disclosed to the Client if the source specifically agrees to such disclosure.

10. Termination

10.1 Subject to Condition 10.2, the Contract shall commence on the Commencement Date and shall continue until completion of the Services whereupon it shall automatically terminate.

10.2 Without affecting any other right or remedy available to it, i2 may terminate the Contract with immediate effect by giving written notice to the Client if:

10.2.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

10.2.2 the Client 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), 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4 the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2.5 the Client fails to pay any amount due under the Contract or any other contract with i2 on the due date for payment.

10.3 Without affecting any other right or remedy available to it, i2 may suspend the supply of Services under the Contract if the Client fails to pay any amount due under the Contract or any other contract with i2 on the due date for payment, the Client becomes subject to any of the events listed in Condition 10.2.2 to Condition 10.2.5, or i2 reasonably believes that the Client is about to become subject to any of them.

11. Consequences of termination

11.1 On termination of the Contract (howsoever arising):

11.1.1 the Client shall immediately pay to i2 all of i2's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, i2 shall submit an invoice, which shall be payable by the Client immediately on receipt;

11.1.2 subject to Condition 7.2, each party shall no longer be entitled to use the confidential information of the other party and shall return or destroy the same.

11.2 If the Contract is terminated by i2, the licence granted to the Client pursuant to Condition 7.2, shall immediately terminate and the Client shall no longer be permitted to use the Deliverables or any part of them.

11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. Sample storage and disposal

12.1 i2 will store:

12.1.1 soil samples for both environmental and geotechnical testing under suitable conditions for 28 calendar days from the initial report issue date;

12.1.2 water samples under suitable conditions for 14 calendar days from the initial report issue date;

12.1.3 the portion of sample tested for asbestos for 6 months from the initial report

issue date in accordance with UKAS LAB 30;

12.1.4 concrete cube samples below characteristic strength for 28 days after initial complete report issue date; and concrete cores and beams 3 months from the initial report issue date;

12.1.5 asphalt (blacktop) for 28 days from the initial report issue date;

12.1.6 Asphalt Cores shall be retained for a minimum of three months after the reporting of the core log.

12.1.7 air media samples for 14 days from the initial report issue date; where samples are viable for storage;

12.1.8 samples received without instructions for (a) 28 days (solid samples, including soils) and (b) 14 days (water, air) from the day of receipt; following which, unless otherwise agreed with i2, all Samples (including Samples not analysed) will be disposed of and the Client shall pay a disposal Charge (charged at i2's standard rates from time to time) per Sample location. Where Samples have not been analysed, i2 will contact the Client to advise of their disposal 1 week prior to the disposal.

12.2 If i2 agrees to store Samples for a longer period, the Client shall pay a storage charge for each Sample stored at i2 standard rates from time to time.

13. Deviating Samples

13.1 Deviating samples are Samples which may have exceeded their maximum preservation time, lack the date and/or time of sampling, are not at the appropriate temperature, have inappropriate headspace, be in inappropriate sample containers or otherwise not conform with our standard requirements for samples. As a result, deviating samples may jeopardise the validity of the reported test result and other Deliverables.

13.2 i2 will assess Samples as to whether they are suitable for testing or are a deviating sample and shall contact the Client as appropriate. i2 will continue to test all Samples, regardless of deviating Samples, unless otherwise instructed by the Client and the Client shall be liable for the Charges due in respect of such testing.

13.3 Where Samples are supplied without adequate testing instruction to inform that refrigerated or otherwise specific storage conditions (temperatures) are required, then i2 are not required to maintain such conditions and samples may be stored under ambient conditions.

13.4 Where the volume/mass of sample received is less than that required to the specified standard, and upon subsequent technical review there is sufficient material to perform the required test; the testing will be completed and a note regarding this added to the report as appropriate.

14. Indemnity

14.1 The Client agrees to indemnify, keep indemnified and hold harmless i2 from and against all losses which i2 may suffer or incur arising out of or as a result of:

14.1.1 breach of any law by the Client in connection with the performance of the

Services;

14.1.2 any claim threatened or made against i2 by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of i2) to the extent such claim is in excess of the Charges paid for the Services under the Contract that are subject to the claim; or

14.1.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by i2 or any Intellectual Property Rights belonging to i2 (including trade marks) pursuant to this Contract.

14.2 Notwithstanding any other provision of these Terms and Conditions, the Client's liability under this indemnity shall be unlimited.

15. Force Majeure

15.1 The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this condition 15 shall not apply to any obligation to make any payments due to i2 under the Contract.

16. Sub-contracting

16.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, i2 shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.

16.2 i2 may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.

16.3 The Contract is personal to the Client which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without i2's prior written consent.

17. Export Control Licence

For the purposes of this condition 17, "Export Control Licence" shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or

Intellectual Property Rights.

17.1 i2's performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other United Kingdom or foreign government or court approvals, or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Client undertakes to conform to and apply the terms of such, end user certificates, Export Control Licences or restrictions.

17.2 The Client represents and warrants that it shall inform i2 in writing, prior to i2 carrying out any of the Services, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction.

17.3 i2 shall make reasonable efforts to obtain the necessary Export Control Licences, but the parties acknowledge that the issuance of Export Control Licences is at the sole discretion of the relevant authorities. If any necessary Export Control Licences are delayed, denied or revoked, i2 shall notify the Client thereof in writing as soon as reasonably practicable, and i2 shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licences are denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the client.

17.4 Should the Services or any product of i2 be subject to Export Control Licences or any other United Kingdom or foreign governmental or court restrictions, the Client undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

18. General

18.1 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.

18.2 i2 may assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract or any Deliverables without the prior written consent of i2.

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

18.4 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or

warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.5 Except as set out herein, no variation of the Contract shall be effective unless it is in writing and signed by the authorised representatives of each party.

18.6 No failure or delay by a party to exercise any of its right or remedies (under the Contract or by law) shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and such modification shall not affect the validity or enforceability of the rest of the Contract.

18.8 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.9 A person who is not a party to the Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

18.10 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 English law. 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.

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