

## FERA SCIENCE LIMITED

### ADDITIONAL TERMS FOR THE PROVISION OF SOIL METABARCODING SERVICES

The provisions of these Additional Terms shall apply to the performance of Soil Metabarcoding Services by Fera to the exclusion of all other terms and conditions, including any terms and conditions which Customer may purport to apply under any purchase order or similar document. Customer irrevocably accepts the content of this Agreement by ordering Soil Metabarcoding Services as set out herein.

#### PART A - SPECIFICATION

##### 1. DEFINITIONS

“**Analytical Services**” means the performance of laboratory analytical services to identify bacterial and fungal taxa by DNA metabarcoding in Samples;

“**Deposit**” means the non-refundable deposit payment payable by Customer to Fera when ordering Kits;

“**Soil Metabarcoding Services**” means collectively the delivery of a Kit and performance of Analytical Services;

“**Kit**” means the kit provided by Fera to Customer to collect Samples, consisting of: large sample mixing bag, gloves, envelope, re-sealable bag, sampling instructions and label;

“**Sample**” means a sample of soil collected by Customer in accordance with Fera’s sampling instructions; and

“**Web Portal**” means the website maintained by Fera through which Customer electronically orders Soil Metabarcoding Services.

##### 2. SCOPE OF SERVICES

- 2.1. In response to orders placed by Customer on the Web Portal, Fera will provide Kits and conduct Analytical Services on Samples returned by Customer.
- 2.2. Each order placed on the Web Portal is deemed to be a separate Agreement.
- 2.3. Soil Metabarcoding Services are available subject to availability between June and December (inclusive) of each year.
- 2.4. The performance of Soil Metabarcoding Services is subject to Fera’s Standard Terms and Conditions for the Provision of Goods and Services, which are available online at: [https://www.fera.co.uk/media/wysiwyg/Fera-Science-Limited-Standard-T-and-C-Goods-and-Services-v\\_2.0-Mar-18.pdf](https://www.fera.co.uk/media/wysiwyg/Fera-Science-Limited-Standard-T-and-C-Goods-and-Services-v_2.0-Mar-18.pdf)
- 2.5. In the event of any inconsistency, ambiguity or conflict between the standard terms and conditions and these Additional Terms, then these Additional Terms shall prevail to the extent of such inconsistency, ambiguity or conflict.

##### 3. ORDER PROCESS

CONFIDENTIAL INFORMATION

- 3.1. Process. Customer shall place orders for Soil Metabarcoding Services through the Web Portal by selecting the required numbers of Kits and processing payment(s) in accordance with the instructions contained within the Web Portal.
- 3.2. Price. The maximum Price for each Kit shall be £250 (ex VAT), which may be reduced by Fera (at its absolute discretion) pursuant to meeting the overall order volume targets for Soil Metabarcoding Services during the season. Without prejudice to the other provisions of this Agreement, Fera will use its reasonable efforts to communicate Price reductions to Customer during the season, including by issuing notices generally (e.g. via social media) prior to confirming the final Price.
- 3.3. Deposit. On submitting its Order, Customer shall pay a Deposit for each Kit of £50+VAT. In the event of cancellation of the Order or refusal to pay the balance of the Price in accordance with clause 3.5, the Deposit shall remain the property of Fera, and Fera shall have no obligation to return or account for the Deposit to Customer, and Fera shall have no further responsibility to Customer in respect of Soil Metabarcoding Services.
- 3.4. Final price. On or around the end of September 2018, Fera shall confirm the final Price for each Kit to Customer. Following receipt of notification from Fera, Customer will make a balance payment to Fera via the Web Portal calculated as the difference between the Price and the Deposit(s) already made by Customer.

*Worked example. Where Fera confirms that the final Price for each Kit reduces to £220 (+VAT), then the balance payment due in respect of each Kit ordered by Customer shall be £170+VAT, i.e. a Price of £220+VAT, less a Deposit of £50+VAT.*

- 3.5. Transport.
  - (a) Delivery. Following receipt of the Price in accordance with clause 3.4, Fera will supply Kits to the address (or addresses) identified by the Customer during the ordering process, using Royal Mail standard delivery.
  - (b) Return. Customer shall return each Sample using the pre-paid and addressed envelope contained in the Kit by the date detailed at clause 4.3 below.
- 3.6. For each Sample received by Fera in accordance with clause 3.5(b), Fera shall use its reasonable efforts to perform the Analytical Services and provide the Results to Customer no later than by 31<sup>st</sup> January 2019.

#### 4. CUSTOMER SPECIFIC UNDERTAKINGS

- 4.1. Customer shall order Soil Metabarcoding Services using the Web Portal.
- 4.2. Customer shall ensure that Samples are collected, handled, stored, and transported in accordance with the instructions contained in the Kit and Fera's written instructions.
- 4.3. Customer shall return each Sample to Fera as soon as possible after collection, and in any event no later than 31<sup>st</sup> October 2018.

#### 5. FERA SPECIFIC UNDERTAKINGS

CONFIDENTIAL INFORMATION

- 5.1. For each Order for Soil Metabarcoding Services, Fera will supply the required number of Kits (in accordance with paragraph 3.1 above and perform the Analytical Services on Samples provided by Customer.
- 5.2. Fera will supply the consumables, personnel, laboratory resources and equipment required to conduct the Analytical Services.
- 5.3. Prior to the performance of Analytical Services, Fera will store Samples returned by Customer in accordance with its standard practices for the storage of similar material.
- 5.4. Fera will conduct Analytical Services within the timescales stated at paragraph 3.8 above.
- 5.5. Following completion of the Analytical Services:
  - (a) Fera will issue to Customer a Report containing the results of the Analytical Services in .pdf format, indicating a result for each Sample tested as follows:
    - (i) a measurement of bacterial and fungal diversity in each sample relative to baseline diversity measured across all samples; and
    - (ii) an estimate of the most abundant fungal and bacterial taxa in each sample and the most prevalent fungal and bacterial taxa across all samples.
  - (b) Fera will (at its sole discretion) either (i) destroy any remaining Sample material; or (ii) arrange for the ongoing storage of remaining Sample material (at Fera's cost and expense), whereupon title to the remaining Sample material shall pass to Fera.

## 6. ADDITIONAL TERMS

- 6.1. Fera is under no obligation to allow the Customer's Representatives or sub-contractors to witness the Services being carried out.
- 6.2. Unless Customer provides notice of rejection of the Services in accordance with clause 4 (Warranties) of the Agreement, Results will be deemed to be accepted by Customer five (5) Working Days after delivery.
- 6.3. Without prejudice to the provisions of clause 4 (Warranties) of the Terms and Conditions, Fera's sole responsibility in the event that the Analytical Services produce a 'nil result' will be to re-perform the Analytical Services a second time. In the event that the second performance of Analytical Services also produces a 'nil result', then Fera shall inform Customer of the same, and will have no further responsibility in respect of performing the Analytical Service(s) on such Sample(s).
- 6.4. Customer hereby grants to Fera a non-exclusive, global, perpetual, royalty-free, fully paid-up licence to use, copy, develop, modify, create derivative works from, or commercially exploit Foreground IPR existing in the Report (including a right to sub-license such licence).