

**LABORATORY SERVICE SET UP FORM & SERVICE LEVEL AGREEMENT**

|  |  |  |
| --- | --- | --- |
| Organisation Name: |  | **If using Onsite tests only and not the lab service, please tick:v** |
| Workplace Customer (tick) |  | Healthcare Customer (tick) |  |
| Company/Charity No: |  | VAT No: |  |
| Previous Supplier: |  |
| Invoice Information (*all invoices will be supplied by email)* |
| Contact Name & Position: |  |
| Contact Phone: |  |
| Contact Email: |  |
| Address: |  |
| Do you require a PO Number on Invoices? |  | If no PO what ref to use on invoices? |  |
| Site Information |
| Contact Name & Position: |  |
| Contact Phone: |  |
| **\*Contact Mobile:** |  |
| ***\*Contact Email:*** |  |
|  | *\*Please note that contact mobile and email must be supplied to keep you up to date with your deliveries unless otherwise specified.* |
| *delivery information and will be used for all* |  |
| Delivery Address:*(please let us know any information that may help in delivering parcel)* |  |
| **This agreement shall come into force following signature by authorised representatives of both parties and shall be for the period of 12 months. Prices are as documented in the official quotation.** |
| **Authorisation by the Purchasers Representatives; Date:** |
| Print Name: |  | Sign: |  |
| Job Title: |  | Telephone: |  |
| Email: |  |
| **Authorisation by Matrix Diagnostics Ltd Representatives; Date:** |
| Print Name: |  | Sign: |  |
| Job Title: |  | Telephone: | 01992 762 678 |
| Email: | labs@matrixdiagnostics.co.uk |
| **In the absence of a signed copy of this customer agreement, submission of samples by the customer shall indicate acceptance to this customer agreement including the service level agreement and terms and conditions.** |
| We may periodically send promotional emails about new products, special offers or other information which we think you may |
| find interesting using the email address which you have provided, we do not share information with any other company or |  |
| third party. If you wish to receive such emails please tick here |  |

**Please turn over to give us information on your testing requirements (*for laboratory testing only*)**

|  |  |
| --- | --- |
| **Results Emails:** | N/A |
| **Number of Collectors:****(for training purposes)** | N/A |
| **Collector Names:** | N/A |
| **Start Date:** |  |
| **Type Of Testing: ie Urine/Oral Fluid/Healthcare/Workplace/NWR/Other** | N/A |
| **Initial Order:** |  |

|  |  |
| --- | --- |
| **Automatic confirmation for all Non-Negative Screens? (Yes or No)** | N/A |
| ***\*Note Network Rail requires all Non Negative screens confirmed positive by LCMS to be sent for MRO. If you choose not to use Matrix for this service this will be your responsibility, as will be the uploading of the result to Sentinel.*** |
| **Network Rail Sentinel Upload Required?** **(Yes or No)** | N/A |
| **MRO (Medical Review) by** **Matrix Required?****(Yes or No)** | N/A |

**Work Place Panels** – please tick if you are using a regular panel

|  |  |  |
| --- | --- | --- |
| **PANEL NAME** | **PANEL** | **PLEASE TICK** |
| MD106 STANDARD 6 | AMP(Including MET)/BZO/THC/COC/OPI |  |
| MD108 | ALC (107)/AMP(Including MET)/BAR/BZO/THC/COC/MTD/OPI |  |
| MD110 10 Drug Panel | AMP(Including MET)/BAR/BZO/THC/COC/MTD/KET/MET/OPI/PPX |  |
| Network Rail (NWR) | AMP(Including MET)/BZO/THC/COC/MTD/OPI/PPX |  |
| NUCLEAR | ALC (107)/AMP(Including MET)/BAR/BZO/THC/COC/MTD/OPI |  |
| NUCLEAR SCOTLAND | ALC (67)/AMP(Including MET)/BAR/BZO/THC/COC/MTD/OPI |  |
| Other (please state) |  |  |

**Breath Alcohol Testing**

Breath alcohol testing is performed at the collection site and is not covered under our UKAS accreditation

# SERVICE LEVEL AGREEMENT

* 1. Supply:-
		1. Matrix Diagnostics will provide the Testing Kits within five (5) working days of receipt of an authorised purchase order from the Customer.
		2. Matrix Diagnostics Ltd will provide the Testing Kits to the Customer as ordered and at the prices specified in the Official Quotation.
		3. The Testing Kits will have a minimum shelf life of twelve (12) months from the date of despatch.
		4. Matrix Diagnostics Ltd shall have no responsibility if the Testing Kit is not used before its expiry date and shall not be required to analyse any Testing Kits which are used after the expiry date.
	2. Any claim for discrepancy with the contents or damage to Testing Kits on delivery must be made to the Customer Services Department within five (5) working days of receipt of the order. A 20% restock fee maybe applied on goods returned where the Customer has ordered in error or ordered the wrong product.
	3. No Testing Kits may be sold to a third party or submitted to another laboratory for testing without the prior written consent of Matrix Diagnostics Ltd.
	4. Matrix Diagnostics Ltd reserve the right to change the components of the Testing Kits. Any change in the nature of the collection device to be used will be notified to the Customer in writing.
	5. The laboratory address and location of the laboratory activities at Matrix Diagnostics is: Unit 9, Meridian Business Park, Fleming Road, Waltham Abbey, EN9 3BZ.

# SAMPLE COLLECTION

* 1. Use of the Testing Kits
		1. The Customer shall nominate authorised collectors to undertake collection of samples and be trained by Matrix Diagnostics Ltd.
		2. The Customer will notify Matrix Diagnostics Ltd of any change in its authorised collectors and allow Matrix Diagnostics Ltd 30 days to train these collectors before they collect the samples.
		3. Matrix Diagnostics Ltd shall be entitled to assume that all collections submitted by the Customer have been made by authorised collectors.
		4. The Customer is responsible for ensuring that every collection device used has not passed its’ expiry date.
		5. Matrix Diagnostics Ltd shall only be required to communicate with the authorised representatives of the Customer as notified by the Customer to Matrix Diagnostics Ltd on the account set-up form.
		6. Devices must be stored, and used in accordance with the manufacturers’ instructions in order for any results to be relied upon. Copies of the manufacturer’s instructions can be obtained from Matrix Diagnostics Ltd on request.
		7. All samples shall be submitted to the laboratory within 7 days of sample collection.
		8. The responsibility for sample collection is outside of the scope of any accreditation of Matrix Diagnostics.
		9. The results obtained from testing at Matrix Diagnostic apply to the sample as received.
		10. The Human Tissues Act 2004, defines that oral fluid and urine samples taken from living persons are “relevant material” We adhere to the terms of the UK Human Tissues Act 2004 and we must be satisfied that the Donor has given their consent for their sample to be analysed for the purpose intended. It is your responsibility to gain Donors consent.

# SCREENING SERVICES

* 1. Matrix Diagnostics Ltd is registered with the LGC Proficiency Test Scheme.
	2. Matrix Diagnostics Ltd will not be responsible for any preliminary screening results provided on samples which have not been collected in accordance with the minimum guidelines and manufacturer’s instructions.
		1. If chain of custody sampling is being used Matrix Diagnostics Ltd is responsible for completing the chain of custody procedures required of them by the Customer when the sample arrives at the laboratory.
	3. Matrix Diagnostics Ltd retains the right not to provide a screening result on any sample where there is a fundamental breach of normal collection procedures and chain of custody evident on receipt of the sample and reserves the right to charge the customers their usual rate for these samples e.g.
* tamper proof seal(s) not intact
* bar-code identities on sample and chain of custody form do not match
* no barcode has been attached to the specimen vial
	+ 1. Matrix Diagnostics Ltd will provide screening results on samples received where there is a non-fundamental breach of the chain of custody procedure evident on receipt of the sample. e.g. no date or time of sample collection.
		2. Matrix Diagnostics Ltd will undertake to provide screening results within 1 working day of receipt of the sample at the laboratory.
		3. Negative and positive screen results will normally be transmitted by email or via customer web portal.
	1. Where a negative screen result is provided, there can be no guarantee that the donor has not taken a drug.

However, at the time the sample was taken, the drug(s) being tested for was not present at a level above the cut- off levels. These cut-off levels are available from Matrix Diagnostics Ltd.

* 1. Matrix Diagnostics Ltd will provide a confirmation service for samples where a positive screen result is obtained for a drug class. This additional confirmatory test will be charged in accordance with the pricing schedule.
	2. Screening results relate only to the items tested.

# CONFIRMATION SERVICES

* 1. The confirmation service will identify the substances in the donor sample. A quantitative (numeric) result can be provided if specifically requested. A confirmation result would normally be available within three (3) working days.
	2. The confirmation service is undertaken using liquid chromatography / mass spectrometry / mass spectrometry (“LC-MS/MS”) methodology or equivalent. Individual compounds contained within the collected sample are identified according to their molecular weight and fragmentation patterns. A specified confirmation cut-off level is used for each compound to confirm the concentration (amount) of a compound present above the cut-off levels[1](#_bookmark0) in the tables below.
	3. Due to the screening service and confirmation service utilising different technologies, and thereby different cut-off levels, a positive screen result will not always produce a positive confirmation result.
	4. Where a negative confirmation result is provided, there can be no guarantee that the donor has not taken a drug.

However, at the time the sample was taken, the drug(s) being tested for was not present at a level above the confirmation cut- off levels.

* 1. Where unforeseen circumstances prevent Matrix Diagnostics Ltd from providing their usual services, an alternative suitably accredited laboratory will be used at no additional cost.
	2. Confirmation results relate only to the items tested.

# MATRIX DIAGNOSTICS LTD TESTING SERVICE

* 1. The tables below detail the ISO17025 accredited tests, and cut-off levels for the specified drugs of abuse. Cut-off limits apply to single analytes, groups, panels or suites quoted. Any results above the cut-off level[2](#_bookmark1) will be reported as **positive (Healthcare)** or **non-negative** (Workplace) and any results below the cut-off level will be reported as **negative**.

|  |
| --- |
| **URINE (unpreserved)** |
| **Drug group/Individual Analytes** | **Screen** | **Confirmation (LC-MS/MS)** |
| **[ng/mL]** | **UoM (%)** | **ng/mL]** | **UoM (%)** |
| **Amphetamines** | 300 | 19 | 200 | 24 |
| Amphetamine | - | - |
| Methamphetamine | - | - | 200 | 22 |
| MDMA | - | - | 200 | 22 |
| MDEA | - | - | 200 | 31 |
| MDA | - | 200 | 32 |
| **Benzodiazepines** | 200 | 14 | 100 | 16 |
| Diazepam | - | - |
| Nordiazepam | - | - | 100 | 24 |
| Lorazepam | - | - | 100 | 23 |
| Oxazepam | - | - | 100 | 14 |
| Temazepam | - | - | 100 | 19 |
| **Barbiturates** | 200 | 7 | 120 | 14 |
| Amobarbital |
| Butabarbital | 120 | 14 |
| Pentobarbital | 120 | 17 |
| Phenobarbital | 120 | 14 |
| Secobarbital | 120 | 23 |
| **Buprenorphine** Buprenorphine Norbuprenorphine | 5-- | 30-- | 22 | 3 267 |
| **Cannabis**THC-COOH (Cannabis metabolite) | 50 | 14- | 15 | 35 |
| **Cocaine** | 150 | 13 | 75 | 26 |
| Cocaine | - | - |
| Benzoylecgonine (Cocaine | - | - | 75 | 21 |
| metabolite) | - | - |  |  |
| AEME (crack cocaine marker) | 75 | 10 |
| **Methadone** | 300 | 9 | 250 | 23 |
| Methadone | - | - |
| **EDDP (Methadone metabolite)** | 100 | 12 | 75 | 29 |

1 The decision rule at Matrix Diagnostics is to add the Uncertainty of Measurement (UoM%) to the cut-off so that any result above the cut-off plus UoM% is considered positive (non-negative) and any results below the cut-off plus UoM% is considered negative. The Company estimates the Uncertainty of Measurement (UoM%) at cut-off. Please note that levels higher than the cut-off may have lower UoM than that quoted.

2 The decision rule at Matrix Diagnostics is to add the Uncertainty of Measurement (UoM%) to the cut-off so that any result above the cut-off plus UoM% is considered positive (non-negative) and any results below the cut-off plus UoM% is considered negative. The Company estimates the Uncertainty of Measurement (UoM%) at cut-off. Please note that levels higher than the cut-off may have lower UoM than that quoted.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ketamine** | 100 | 9 | 100 | 20 |
| **Cathinones** Cathinone Methcathinone Mephedrone MDPV | 200200200200 | ---- | 200200200200 | 14242236 |
| **Opiates** Morphine Codeine Dihydrocodeine | 300--- | 9--- | 300300300 | 243622 |
| **6-Monoacetyl Morphine (6-MAM)** | 10 | 17 | 10 | 29 |
| **Propoxyphene** | 300 | 6 | 240 | 15 |
| **Phencyclidine** | 25 | 15 | 20 | 9 |
| **Thebaine** | 20 | 23 | 10 | 23 |
| **Tramadol\*** | 200 | 17 | 200 |  |
| **LSD-OH** |  |  | 0.8 | 37 |
| **Methaqualone** |  |  | 240 | 9 |

\*Tramadol not UKAS accredited for confirmations

|  |  |  |  |
| --- | --- | --- | --- |
| **Ethyl Alcohol Urine** | **Cut-off**107 mg/dL67 mg/dL (Scotland)39 mg/dL (NWR) | UOM (%) 17 | Results reported as value if above cut-off or negative if below. |

|  |
| --- |
| **Urine Validity Tests Uncertainty (Healthcare and Workplace)** |
| pH | Reference range 4-9 |
| Creatinine | Above 22.6 mg/dL |
| Specific Gravity (when creatinine is <22.6 mg/dL) | 1.001 – 1.020 |

|  |
| --- |
| **ORAL FLUID (Oral-Eze collection device)****[**Values in the table below apply to concentrations in neat oral fluid] |
| **Drug Group/Individual Analyte** | **Screen** | **Confirmation (**LC-MS/MS) |
| **[ng/mL]** | **UoM (%)** | **[ng/mL]** | **UoM (%)** |
| **Amphetamine Group** | 40 | 25 | 15 | 25 |
| Amphetamine | - |  |
| **Methamphetamine** | 40 | 31 | 15 | 23 |
| MDMA | - | 15 | 23 |
| MDEA | - | 15 | 30 |
| MDA | - | 15 | 18 |
| **Benzodiazepine Group** | 10 | 35 | 3 | 31 |
| Diazepam | - |
| Nordiazepam | - | 3 | 36 |
| Lorazepam | - | 3 | 33 |
| Oxazepam | - | 3 | 35 |
| Temazepam | - | 3 | 27 |
| **Buprenorphine Group** Buprenorphine Norbuprenorphine | 5-- | 34 | 11 | 2137 |
| **Cannabinoids**Delta-9 THC | 10 | 26 | 2 | 17 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cocaine Group**CocaineBenzoylecgonine (Cocaine metabolite) AEME (crack cocaine marker) | 30--- | 26 | 888 | 222634 |
| Ketamine |  |  | 8 | 24 |
| Methadone EDDP | 50 | 36 | 2020 | 2422 |
| **Cathinone Group** Cathinone Methcathinone Mephedrone MDPV |  |  | 30303030 | 27221919 |
| **Opiate Group** Morphine Codeine Dihydrocodeine | 40--- | 36 | 888 | 282228 |
| **6-Monoacetyl Morphine (6-MAM)** | 4 | 31 | 2 | 34 |

|  |
| --- |
| **ORAL FLUID (Intercept2 collection device)****[**Values in the table below apply to concentrations in neat oral fluid] |
| **Drug Group/Individual Analyte** | **Screen** | **Confirmation (**LC-MS/MS) |
| **[ng/mL]** | **UoM (%)** | **[ng/mL]** | **UoM (%)** |
| **Amphetamine Group** | 40 | 25 | 15 | 34 |
| Amphetamine | - |  |
| **Methamphetamine** | 40 | 31 | 15 | 26 |
| MDMA | - | 15 | 40 |
| MDEA | - | 15 | 23 |
| MDA | - | 15 | 29 |
| **Benzodiazepine Group** | 10 | 35 | 3 | 37 |
| Diazepam | - |
| Nordiazepam | - | 3 | 35 |
| Lorazepam | - | 3 | 32 |
| Oxazepam | - | 3 | 34 |
| Temazepam | - | 3 | 34 |
| **Buprenorphine Group** Buprenorphine Norbuprenorphine | 5-- | 31 | 11 | 2535 |
| **Cannabinoids**Delta-9 THC | 10 | 34 | 2 | 22 |
| **Cocaine Group** | 30 | 26 | 8 | 35 |
| Cocaine | - |
| Benzoylecgonine (Cocaine metabolite) | - | 8 | 34 |
| AEME (crack cocaine marker) | - | 8 | 31 |
| Ketamine |  |  | 8 | 24 |
| Methadone | 50 | 36 | 20 | 38 |
| EDDP | 20 | 33 |
| **Cathinone Group** |  |  | 30 | 22 |
| Cathinone |
| Methcathinone | 30 | 32 |
| Mephedrone | 30 | 24 |
| MDPV | 30 | 40 |
| **Opiate Group** | 40 | 31 | 8 | 38 |
| Morphine | - |
| Codeine | - | 8 | 40 |
| Dihydrocodeine | - | 8 | 36 |
| **6-Monoacetyl Morphine (6-MAM)** | 4 | 40 | 2 | 35 |

* 1. The methods used for the analysis of samples will be CEDIA immunoassay for urine and oral fluid screening tests, and LC-MS/MS Tandem Mass Spectrometry for all urine screen and confirmation tests unless otherwise specified by the purchaser.
	2. Matrix Diagnostics Ltd will store all non-chain of custody samples for a 2-week period. All confirmed positive chain of custody samples will be stored for a period of 12[3](#_bookmark2) months. Negative chain of custody samples will be stored for 2 weeks. Customers can request an extension to this storage time in writing. All hard copies of forms will be stored for 1 month and electronically indefinitely. All records are disposed of by secure shredding.
	3. Laboratory test reports will be available within the following timescales:
* Oral Fluid and urine sample screening within 1 working day of receipt of sample at the Laboratory (within operational hours).
* Oral Fluid and urine sample confirmation within 3 working days of receipt of sample at the Laboratory or request for confirmation of a sample already held at the Laboratory.

*NB. Confirmation testing of samples already held at the laboratory should be requested in writing, for example by email or via the customer portal.*

* 1. When drugs are detected that were not part of the requested suite of determinants they will be reported, but only when above stated cut off levels.
	2. It is Matrix Diagnostics Ltd policy to provide simplified Certificates of Analysis unless otherwise specified by the purchaser. **In cases where a simplified Certificate of Analysis is issued, Matrix Diagnostics Ltd will retain all information needed to generate a full report. An example of a full report is available upon request.**
		1. Due to the sensitive nature of some of the work that we are involved in, it is company policy not to publish the names of staff members on our certificate of analysis.
		2. Point of care tests, sample collections and opinions and interpretations are outside the scope of accreditation for Matrix Diagnostics.
	3. Should the need arise for work to be sub-contracted out, a suitably accredited laboratory will be used and the customer will be notified. The certificate of analysis shall clearly identify those tests that have been sub-contracted.
	4. If the donor or donors’ representative requires the sample results to be independently verified written authorisation is required prior to release of a sample. Details of this process are available upon request.

# TRAINING

* 1. Matrix Diagnostics Ltd will provide on-site training in sample collection for the Purchaser’s collection staff. Collection Staff Training - Delegates per course - maximum 6.

Course Content;

* Overview of Oral Fluid and/or Urine Testing
* Screening Tests & Confirmation Tests
* Sample Collection
* Chain of Custody (if required)
	+ 1. On successfully completing the training course, each delegate will receive an appropriate Certificate of Attendance, within seven working days from training date.

# MANAGEMENT INFORMATION

* 1. Matrix Diagnostics Ltd will produce monthly management information for each testing location.
		1. Each customer can request a copy of the management information from our laboratory system for each of the testing locations within their area of control, with invoicing from our finance system showing expenditure for the client.
		2. **“THE PURCHASER”** as the body responsible for payments, will also be provided with management information for each participating site with consolidated data showing total expenditure.
		3. The management information will be provided in pdf format, via email to the relevant contacts, at each calendar month end.

# CONTRACT MONITORING – KEY PERFORMANCE INDICATORS

* 1. Matrix Diagnostics Ltd will carry out an annual customer agreement review and supply a Matrix annual customer review letter at each annual review meeting. The Purchaser’s Authorised Representatives will provide Matrix Diagnostics Ltd with written notification of any material issues to be raised at the review meetings five working days prior to each meeting. Notification may be by email, or letter unless otherwise requested.

# DATA PROTECTION

* 1. Within the terms of the General Data Protection Regulation (GDPR) we are required to inform you about any personal information that we collect. Some of that information is regarded as confidential and will be treated as sensitive data as defined in the GDPR.
	2. Personal information is handled in accordance with the terms set out in our Privacy Policy (MATPOL014) which can be found on our website[, www.matrixdiagnostics.co.uk](http://www.matrixdiagnostics.co.uk/)

3 Note: stability of Cathinones in oral fluid only 2 weeks

# MATRIX DIAGNOSTICS LTD TERMS & CONDITIONS

***Any orders whether for purchase and/or services will be governed by the following Matrix Diagnostics Ltd terms and conditions. No variation of these terms and conditions shall be valid unless expressly agreed in writing by the authorised representatives of Matrix Diagnostics Ltd.***

# In these conditions

* 1. “**Contract**” means this Contract entered into between the Purchaser and **Matrix Diagnostics Ltd** embodying these Terms & Conditions of Supply, the Service Level Agreement and the Official Quotation, and the Purchaser's acceptance thereof and any other documents expressly incorporated therein in terms of the Contract, all as amended from time to time in accordance herewith;
	2. “**Purchaser**” means the person(s)/organisation(s) to whom Goods and Services are to be supplied by **Matrix Diagnostics Ltd**;
	3. “**Goods and Services**” means any such Goods and or Services as are to be supplied to the Purchaser by Matrix Diagnostics Ltd (or by any of the Matrix Diagnostics Ltd sub-contractors) pursuant to or in connection with this Contract;
	4. “**Consumables**” means any consumables including sample collections kits and on-site drugs of abuse screening tests;
	5. “**Matrix Diagnostics Ltd**” means Matrix Diagnostics Ltd Limited, a company incorporated in England (registered number 08149556 and VAT number GB 163223436 whose registered office is at C/O Forbes Watson, THE OLD BAKERY, GREEN STREET, LYTHAM, FY8 5LG**.**, England);
	6. “**Intellectual Property Rights**” means all patents, registered and unregistered trademarks and service marks, trade and business names, domain names and copyright and rights in the nature of copyright including property rights in relation to compilations or databases, design rights and registered designs, know-how and all similar rights existing anywhere in the world and all applications for or rights to apply for any of the foregoing;
	7. “**Goods**” means the Consumables;
	8. “**Services**” means laboratory screening or confirmatory services;

# Prices and Payment

* 1. The price payable for the supply of Goods or Services shall be the prices notified in the Official Quotation;
	2. If the Purchaser is paying by card, payment will be taken from the Purchaser’s card when the Purchaser’s order/s for the Goods or Services is accepted by Matrix Diagnostics Ltd.
	3. If the Purchaser has an account with Matrix Diagnostics Ltd, the following terms will apply:
	4. The Purchaser will be invoiced for the sale of Goods on their despatch to the Purchaser and for the provision of Services following provision of the same, always provided that where the duration of the Services is more than one month Matrix Diagnostics Ltd may invoice the Purchaser fortnightly in arrears;
	5. Unless otherwise specified in the Official Quotation – Prices, the Purchaser shall pay Matrix Diagnostics Ltd’ invoices within 30 days of the invoice date, without deduction or set-off. Payments shall be made in GB Pounds sterling. Payments shall be made by bank transfer to the bank account as detailed on the invoice;
	6. If the Purchaser does not pay any Matrix Diagnostics Ltd invoice within 30 days, Matrix Diagnostics Ltd may (without prejudice to any other right or remedy Matrix Diagnostics Ltd may have):
		1. Make any or all future supply of Goods and Services conditional upon the Purchaser paying for them in advance;
		2. Charge the Purchaser interest on the sum outstanding at the rate of 4 % per year above the base rate from time to time of HSBC Bank Plc, from the due date until the date of payment.
	7. Prices are stated exclusive of VAT and all other taxes, levies, duties or surcharges, which the Purchaser shall pay in addition to the price.

# Delivery and Carriage

* 1. Following acceptance of the Purchaser’s order/s Matrix Diagnostics Ltd shall use reasonable endeavours to deliver the Goods by the required date, always provided that Matrix Diagnostics Ltd shall not be liable for failure to deliver within any particular time period;
	2. The Purchaser is responsible for paying all applicable customs duties, sales, use, value added or other taxes and obtaining all import licences in respect of the importation of the Goods into the territory to which they are to be delivered;
	3. The Purchaser shall notify Matrix Diagnostics Ltd within 5 working days of receipt of the Goods if there is any shortfall in the Goods or defects in the Goods which are apparent on careful visual inspection.

# Transfer of Risk and Title in Goods

* 1. Risk in the Goods shall pass to the Purchaser when the Goods are delivered to the carrier at Matrix Diagnostics Ltd premises;
	2. The Purchaser shall obtain suitable insurance for the Goods for all periods during which the Purchaser bear the risk in the Goods;
	3. Title to purchased Goods shall remain vested in Matrix Diagnostics Ltd until the Purchaser has paid for them in full. Until payment in full has been made the Purchaser shall hold the Goods as bailee, store them in such a way that they can be identified as Matrix Diagnostics Ltd property, keep them separate from the Purchaser’s property and that of any other person and hold any insurance proceeds in respect of them on trust for Matrix Diagnostics Ltd. The Purchaser grants Matrix Diagnostics Ltd and Matrix Diagnostics Ltd agent an irrevocable licence to enter any premises where Matrix Diagnostics Ltd reasonably believes such Goods are stored in order to inspect or repossess them.

# Provision of Services

* 1. Matrix Diagnostics Ltd shall use its reasonable endeavours to provide the Goods or Services at the times specified on the Service Level Agreement or in the Purchaser’s order or otherwise within a reasonable period, always provided that Matrix Diagnostics Ltd shall not be liable for failure to provide the Goods or Services within any particular time period;
	2. The Purchaser shall promptly provide all reasonable information and assistance to enable Matrix Diagnostics Ltd’ provision of the Goods or Services. Where Matrix Diagnostics Ltd is required to provide the Services at any site controlled by the Purchaser, the Purchaser shall provide safe access to and reasonable facilities at such site at agreed times. Matrix Diagnostics Ltd may charge the Purchaser at Matrix Diagnostics Ltd’ standard rates for any wasted time or additional expenses incurred by Matrix Diagnostics Ltd as a result of any breach of this Condition by the Purchaser.

# Intellectual Property Rights

* 1. The Purchaser shall not acquire ownership of any Intellectual Property Rights in the Goods and/or Services or goodwill arising out of the use of Intellectual Property Rights in the Product and/or Services;
	2. All Intellectual Property Rights in all Services Work Products shall vest in Matrix Diagnostics Ltd and Matrix Diagnostics Ltd hereby grants the Purchaser a worldwide, royalty-free, licence to use the same;
	3. If a third party claims that the Purchaser’s use or possession of a Product or Services Work Product as supplied by Matrix Diagnostics Ltd infringes that party’s UK Intellectual Property Rights, Matrix Diagnostics Ltd shall:
1. defend the Purchaser against that claim at Matrix Diagnostics Ltd’ expense and pay all costs, damages and legal fees that a court finally awards, provided that the Purchaser gives Matrix Diagnostics Ltd prompt notice and full control of the claim and does not make any admissions in respect thereof without Matrix Diagnostics Ltd’ prior written approval;
2. at its own expense either (as Matrix Diagnostics Ltd may select): (i) procure the right for the Purchaser to continue using the Goods; or (ii) replace the infringing Product or Services Work Product with non-infringing Goods of equivalent quality and capacity; or (iii) request that the Purchaser return the Product to Matrix Diagnostics Ltd whereupon Matrix Diagnostics Ltd shall refund the sums paid by the Purchaser for the same.
	1. Condition 6.3 sets out Matrix Diagnostics Ltd’ entire liability in respect of any claims that the Goods or Services Work Product infringe any third party’s Intellectual Property Rights.
	2. If a Service provided to the Purchaser under this Agreement is the subject to a claim that it infringes the Intellectual Property Rights of a third party, Matrix Diagnostics Ltd may withdraw the Service immediately whereupon the Purchaser shall be entitled, as its exclusive remedy, to a refund of any sums paid for Services not yet rendered.

# Warranties

* 1. Matrix Diagnostics Ltd warrants that:
		1. Unless otherwise stated in the product insert, all Consumables have an expiry date of twelve months from the date of their manufacture, and shall comply with their specifications, and be free from defects in workmanship and materials for the duration of such expiry date;
	2. Matrix Diagnostics Ltd shall not be in breach of its warranties at Condition 8.1 to the extent that any Product is defective as a result of any act or omission of the Purchaser, its employees or any third party or as a result of any changes made to the Product by anyone other than Matrix Diagnostics Ltd, malfunction of any equipment used in conjunction with the Product, accidental damage to the Product or any matter outside Matrix Diagnostics Ltd reasonable control. Matrix Diagnostics Ltd may charge the Purchaser at Matrix Diagnostics Ltd standard rates from time to time for any time spent investigating any defect attributable to the foregoing causes.
	3. Matrix Diagnostics Ltd warrants that it shall own title in a Product sold to the Purchaser immediately prior to its delivery to the Purchaser.
	4. If Matrix Diagnostics Ltd has supplied a Product to the Purchaser in breach of Matrix Diagnostics Ltd warranty at Condition 7.1, Matrix Diagnostics Ltd shall, at Matrix Diagnostics Ltd expense:
		1. in the case of Goods either, as Matrix Diagnostics Ltd may select, supply a replacement Product or arrange the repair of or refund the price paid for the defective Product; and
		2. in the case of Services either, as Matrix Diagnostics Ltd may elect, re-perform the Services in accordance with this Agreement or refund the price paid for them.
	5. Matrix Diagnostics Ltd’ action pursuant to Condition 7.4 shall be the Purchaser’s exclusive right and remedy in respect of any breach by Matrix Diagnostics Ltd of its warranty at Condition 7.1.
	6. Save as set out in these Conditions and any applicable Order Form, Matrix Diagnostics Ltd gives no warranties express or implied, in respect of the Goods and all such warranties are hereby excluded to the maximum extent permitted by law including without limitation any implied warranty of satisfactory quality or fitness for purpose.

# Purchaser Indemnity

* 1. The Purchaser shall indemnify Matrix Diagnostics Ltd against all third party claims and associated costs and expenses (including reasonable legal expenses) relating to the use of Goods or any Services, save where such third party claim arises from any breach by Matrix Diagnostics Ltd of its product warranty at Condition 7.1.

# Liability

* 1. Nothing in this Agreement shall exclude or limit either party’s liability for fraud or death and/or personal injury resulting from that party’s negligence.
	2. Subject to Condition 10.1 Matrix Diagnostics Ltd shall not be liable to the Purchaser for any loss of contracts, loss of income, loss of profits, loss of cover and any consequential or indirect loss of any kind arising out of or in connection with this Agreement

however caused and whether arising under contract, tort, negligence or otherwise. This exclusion shall apply even if Matrix Diagnostics Ltd has been advised of the possibility of such damage.

* 1. Subject to Conditions 9.1 and 9.2, the liability of Matrix Diagnostics Ltd to the Purchaser in respect of loss which is recoverable under this Agreement shall be limited as follows:
		1. in respect of claims relating to Goods, to the sums paid by the Purchaser to Matrix Diagnostics Ltd for the purchase of the Goods.
		2. in respect of claims relating to Services, to the sums paid by the Purchaser to Matrix Diagnostics Ltd in respect of the Services in the 12 month period prior to the date of the event giving rise to the claim.

# Termination

* 1. Either party may terminate any Contract forthwith by notice in writing to the other if:
		1. the other party breaches such Contract and in the case of a remediable breach, fails to remedy such breach within 90 days of receipt of written notice requiring it to do so;
		2. the other party becomes unable to pay its debts, proposes or makes any composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors, passes a resolution or takes or is subject to any other step (including court application or order) with a view to its winding up or dissolution (other than for the purpose of a solvent reconstruction or amalgamation), or the appointment in respect of it or any of its assets of a trustee, supervisor, administrative or other receiver, administrator, provisional liquidator, liquidator, including the appointment of a manager ad interim, suffers a third party taking possession over all or a part of its assets or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.

# Consequences of Termination

* 1. Upon termination of any Contract:
		1. all outstanding unpaid invoices and all other sums due in respect of Goods and or Services already provided under such contract shall become immediately payable by the Purchaser;
		2. Conditions: 1 (Definitions), 4.3 (retention of title), 6.1 (ownership of IPRs), 8 (Purchaser Indemnity), 9 (Liability), 11 (Consequences of Termination) and 14 (General Provisions) shall remain in full force and effect.

# Force Majeure

* 1. Matrix Diagnostics Ltd shall not be liable for failure to comply with these Conditions owing to any act or event beyond its control including but not limited to natural disasters, Acts of God, riots, civil commotion, strikes, shortage of supplies, lock-outs, industrial action, war, disease or fire. The Purchaser may terminate these Conditions in the event that any such act or event prevents Matrix Diagnostics Ltd from performing such Contract for more than 30 consecutive days.

# Notices

* 1. Any notice or other communication given under this Agreement shall be in writing, in the English language and shall be sent by email. Customers may request a hard copy if needed.
	2. Any notice sent by first class mail shall be deemed to have been given on the third business day from and including the date of posting. Any notice sent by email and confirmed by first class mail shall be deemed to have been given the next business day following the day of transmission.

# General provisions

* 1. In the interpretation of this Agreement:
		1. the headings are for convenience only and shall not affect the interpretation of this Agreement; and 14.1.2 “including” means including without limitation and includes shall be construed accordingly.
	2. Unless otherwise agreed, neither party shall originate any publicity relating to any Contract, including its existence and terms. The Purchaser shall not make any public statement in connection with any controversy in relation to the Goods or Services without the prior approval of Matrix Diagnostics Ltd.
	3. Purchaser may not assign, sub-contract, sub-license or otherwise transfer in whole or in part any of its rights or obligations under this Agreement without the prior written consent of Matrix Diagnostics Ltd.
	4. Nothing in these Conditions shall confer on any third party the right to enforce any provision of any Contract.
	5. These Conditions and any relevant Order constitute the entire agreement between the parties and supersede any prior written or oral agreement between them in relation to the subject matter of any Contract and each party acknowledges that (save in the case of a fraudulent misrepresentation by the other party) it shall not have any remedy in respect of any representation or term not set out in these Conditions or any relevant Order Form.
	6. Failure by either party to assert its rights in relation to any breach of these Conditions or any relevant Order Form on any occasion shall not be deemed a waiver of such rights.
	7. If any provision of these Conditions and any relevant Order Form is found to be unenforceable, the remaining provisions shall continue in force subject to such modification as may be necessary to achieve as nearly as possible the commercial objectives of this Contract.
	8. The Purchaser shall, as and when requested by Matrix Diagnostics Ltd do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of these Conditions and any relevant Order Form.
	9. These Conditions and any relevant Order Form are governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of them.