


Crystal Health Group

Terms and Conditions for the supply of services Business-to-Business (B2B)


 CRYSTAL Health Group	Document name	Version
	Terms and Conditions for the supply of services Business-to-Business (B2B)	v04.01.25

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	9.00am to 5.00pm on a Business Day.
Cancellation Policy	the Company's cancellation and refund policy as notified, in writing, to the Customer by the Company and/or available from the Company's website, from time to time.
Charges	the charges, costs and fees payable by the Customer for the supply of the Services in accordance with clause 5.
Commencement Date	has the meaning given in clause 2.2.
Company	CRYSTAL HEALTH GROUP LIMITED registered in England and Wales with company number 10804496 of 300 St Mary's Road, Garston, Liverpool, England, L19 0NQ.
Conditions	these terms and conditions as amended, from time to time, in accordance with clause 11.5.
Contract	the contract between the Company and Customer for the supply of Services in accordance with these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer	the person or firm who purchases Services from the Company.
Customer Default	has the meaning set out in clause 4.2.
Deliverables	the written reports, results, documents and other deliverables set out in the Order (if any) produced by the Company under the Services for the Customer (including any written test and medical screening results).
Intellectual Property Rights	patents, copyright, moral rights, trade marks, rights in designs, database rights 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.
Order	the Customer's order for Services as set out in the relevant order confirmation or service level agreement.
Privacy Policy	the Company's privacy policy a copy of which is available on request and/or from the Company's website.
Sample Collector	the Company's nominated independent third-party supplier organisation or individual by who the Company has engaged to perform all or part of the Services.

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Services	the client consultations, and the taking of samples services (including hair, blood, urine, saliva, buccal (mouth) swabs or other) and any required analysis of those samples for the purpose of DNA, drug and alcohol testing and medical screening, supplied by the Company to the Customer as set out in the Order.
Specification	the specification, description or service level of the Services provided in writing by the Company to the Customer.

1.2 Interpretation:


- 1.2.1 A reference to legislation or a legislative provision:
- (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.5 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.
- 1.2.6 A reference to **writing or written** includes email but not fax.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted by the Company when the Company issues a written order confirmation and/or signs the order confirmation at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any marketing or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures or on the Company's website, 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.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

3 Supply of Services

- 3.1 The Company shall use reasonable endeavours to supply the Services to the Customer in accordance with the Specification in all material respects and, from time to time, the Company

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may utilise the Sample Collector to provide all or part of the Services.

3.2 The Customer acknowledges and agrees that:

3.2.1 the Company may, from time to time, use Sample Collectors (at its absolute discretion) to provide all or part of the Services; and

3.2.2 the samples, data, documentation and information taken by the Sample Collector will be sent to the Company's independent third-party laboratories or testing centres for processing.

3.3 As part of the Services, the Company may (at its absolute discretion) make subsequent support services available to the Customer, at an additional cost to the Customer.

3.4 The Company shall use reasonable endeavours to:

3.4.1 meet any performance or appointment dates, or dates for test results, specified in the Order (if any); provided that any such dates shall be estimates only and time shall not be of the essence for performance of the Services; and

3.4.2 use suitably qualified individuals and Sample Collectors to perform the Services.

3.5 The Company reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall use reasonable endeavours to notify the Customer in any such event.

3.6 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

4 Customer obligations and warranties

4.1 The Customer shall:

4.1.1 provide all necessary or requested identification, materials or samples to the Company and/or Sample Collector;

4.1.2 complete, in full, any forms or documents supplied or requested by the Company and Sample Collector;


4.1.3 ensure that the terms of each Order are complete and accurate;

4.1.4 co-operate with the Company and Sample Collector in all matters relating to the Services;

4.1.5 provide the Company and Sample Collector with such samples, data, documentation and information as the Company and Sample Collector may reasonably require in order to supply the Services, and ensure that such documentation, information and data is complete and accurate;

4.1.6 obtain and maintain all necessary approvals, authorisations, licences, permissions and consents which may be required for the Services before the date on which the Services are to start (including in connection with the Data Protection Act 2018);

4.1.7 ensure that any and all on-site facilities and premises meet the standards required for the collection of the specified biological samples or for performing a medical assessment (as

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notified by the Company or Sample Collector to the Customer from time to time); and

4.1.8 comply with any additional obligations set out in the relevant order confirmation or service level agreement.

4.2 The Customer warrants and represents that:

4.2.1 all forms identification and all other information supplied to the Company or Sample Collector are complete, accurate and up to date;

4.2.2 have the legal right to order and undertake the test on behalf of any person nominated by the Customer in connection with the provision of the Services;

4.2.3 the Customer or any person nominated by the Customer in connection with the provision of the Services is entitled to possession of the samples provided to the Company or Sample Collector;

4.2.4 any person nominated by the Customer in connection with the provision of the Services is not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore capable of understanding the nature and purpose of the test; and

4.2.5 the Services are proportionate to the circumstances of each individual requirement.

4.3 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act, omission, breach or delay by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**) without limiting or affecting any other right or remedy available to it:

4.3.1 the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve the Company from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

4.3.2 the Company shall not be liable for, in accurate test results or any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and


4.3.3 the Customer shall reimburse and pay the Company (on demand) for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

5 Charges and payment

5.1 The Charges for the Services shall be the current relevant price list supplied by the Company to the Customer and as published on the Company's website from time to time, or as quoted in writing by the Company to the Customer (including in the Order or relevant order confirmation or service level agreement), from time to time.

5.2 The Charges for the Services may be increased by the Company (acting reasonably) in accordance with the Company's then current relevant price list.

5.3 The Company may require the Customer to pay all Charges prior to supply of the Services either by debit or credit card, or by bank transfer. The Company may (on the Customer's request) provide a VAT receipt or pro-forma invoice to the Customer.

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- 5.4 Unless otherwise agreed in writing by the Company; the Customer shall pay each invoice submitted by the Company:
- 5.4.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
 - 5.4.2 in full and in cleared funds to a bank account nominated in writing by the Company; provided always that, without prejudice to any other rights or remedies available to the Company, the Customer acknowledges and agrees that the Company may suspect the provision of Services and/or Deliverables if the Customer fails to make a payment due to the Company under the Contract by the due date.
- 5.5 Time for payment shall be of the essence of the Contract.
- 5.6 The Company reserves the right to increase the Charges:
- 5.6.1 between the date of the Contract and the performance of the Service in the event of and to the extent of any increase in the cost of labour or materials or any delay howsoever caused by any other variation in the costs to the Company of providing the Service; and
 - 5.6.2 on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- provided that the Company shall notify the Customer of any changes to the advertised price and the Customer shall have a right to proceed with or cancel any Order within 7 days of the Company's notification of any increase in the Charges.
- 5.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services and the Company's website shall be owned by the Company.


7 Data protection

The parties shall comply with their data protection obligations as set out the Privacy Policy.

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8 Indemnity and limitation of liability

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 The Company shall use reasonable endeavours to procure insurance cover in respect of its own legal liability for individual claims, at such level as the Company deems appropriate (at its absolute discretion) from time to time.
- 8.3 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 8.4 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:
- 8.4.1 any Customer Default;
 - 8.4.2 any claim made against the Company for actual or alleged infringement of a third party's rights;
 - 8.4.3 the Customer or any person nominated by the Customer in connection with the provision of the Services providing the Company or Sample Collector with samples which have been illegally or unlawfully obtained or procured.
- 8.5 Except as expressly and specifically provided in the Contract:
- 8.5.1 any actions taken by the Customer or their representatives in requesting the Services from the Company, or any actions taken based on the Company's advice or recommendations or any results of the Service, are taken at the absolute discretion, and will remain the sole responsibility, of the Customer;
 - 8.5.2 the Customer assumes sole responsibility for results obtained from the use of the Services and for conclusions drawn from such results and the Company does not warrant the Services, advice or test results supplied, will always be fit for all purposes;
 - 8.5.3 the Company shall have no liability for any damage caused by errors or omissions in any data, information or instructions, or by individuals, provided to the Company by the Customer in connection with the Services;
 - 8.5.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 8.5.5 the Services are provided to the Customer on an "as is" basis.
- 8.6 Nothing in the Contract limits or excludes any liability which cannot legally be limited or excluded; including liability for:
- 8.6.1 death or personal injury caused by negligence;
 - 8.6.2 fraud or fraudulent misrepresentation; and
 - 8.6.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982


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(title and quiet possession).

- 8.7 Subject to clause 8.6, the Company's total liability to the Customer for all loss or damage shall not exceed one hundred percent (100%) of the total Charges paid to the Company in the 12 months immediately before the breaches occurred.
- 8.8 Subject to clause 8.6; this clause 8.8 sets out the types of loss that are wholly excluded by the Company:
- 8.8.1 loss or damage caused by insufficient or poor quality of sample or specimen provided by the Customer or any person nominated by the Customer;
 - 8.8.2 loss or damage caused by any laboratories, or any other third-party contractor or supplier, engaged by the Company;
 - 8.8.3 loss or damage caused by the Company cancelling the Contract in accordance with clause 9.1;
 - 8.8.4 loss of profits;
 - 8.8.5 loss of sales or business;
 - 8.8.6 loss of agreements or contracts;
 - 8.8.7 loss of anticipated savings;
 - 8.8.8 loss of use or corruption of software, data or information;
 - 8.8.9 loss of or damage to goodwill; and
 - 8.8.10 indirect or consequential loss.
- 8.9 The Company has given commitments as to compliance of the Services with relevant specifications in clause 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.
- 8.10 The Company gives no representation or warranty that the Customer is legally entitled to perform any particular act in order to obtain biological samples for analysis.
- 8.11 This clause 8 shall survive termination of the Contract.

9 Termination

- 9.1 Subject to the terms of the Cancellation Policy, either party may terminate the Contract by giving the other party written notice.
- 9.2 If the Company terminates the Contract in accordance with clause 9.1 then the Company shall use reasonable endeavours to repay to the Customer, within 7 days, any sums paid in advance by the Customer in respect of the relevant Services.
- 9.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.3.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party

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being notified in writing to do so;


- 9.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- 9.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.3.4 the other party'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.
- 9.4 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 9.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 9.4.2 there is a change of control of the Customer.
- 9.5 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Company if:
- 9.5.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 9.5.2 the Customer becomes subject to any of the events listed in clauses 9.3.3 or 9.3.4, or the Company reasonably believes that the Customer is about to become subject to any of them.

10 Consequences of termination

- 10.1 On termination of the Contract, the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.2 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.
- 10.3 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.

11 General

- 11.1 **Force majeure.** The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of the Company's obligations under the Contract if such delay or failure result from events, circumstances or causes beyond the Company's reasonable control.
- 11.2 **Assignment and other dealings.**

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11.2.1 The Company may at any time 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.

11.2.2 The Customer 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.

11.3 Confidentiality.

11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the records, results, business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

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

- (a) to its employees, contractors, subcontractors or professional 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, contractors, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

11.4 Entire agreement.

11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Services.


11.4.2 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 based on any statement in the Contract.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Company.

11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability

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of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.8 Notices.

11.8.1 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); or sent by email to the address specified in the Order.

11.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

11.8.3 This clause 11.8 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.

11.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10 **Governing law.** 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 the law of England and Wales.

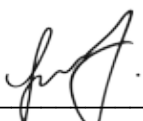
11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.


Version Control

Previous Version	Changes	Last Effective Date
v03.08.23	<ul style="list-style-type: none">Full review by solicitor and separation of B2C from B2B terms and conditions.	30/01/2025
v02.04.18	<ul style="list-style-type: none">Removal of Polygraph Testing.	16/08/2023
v.01.06.17	<ul style="list-style-type: none">Complete review and update to comply with GDPR requirements.	27/04/2018

Authorisation

Name John McChrystal Position Director

Signed  Date 31/01/2025

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