



SERVICE AGREEMENT

1 The Manor Grove Centre, Vicarage Farm Road,
Boongate, Peterborough, PE1 5UH, UK

Email: contact@elscience.co.uk Tel: +44 (0) 1733 352 553 Website: www.elscience.co.uk

EL-Science Terms and Conditions - Services

By purchasing any service or product from EL-Science, a division of Phoenix Vapers Limited the service user or customer agrees to the following terms and conditions.

EL-Science shall use reasonable skill and care in providing the services to a standard generally accepted in the industry. No warranty is offered or accepted for any of the services provided by EL-Science. As such, the service user accepts that:

General

- a) The service user agrees that in order to minimise miss communication all orders with EL-Science should be submitted in writing by email or bespoke order form to a member of the sales team and that work may not commence until such orders are placed in this manner.
- b) EL-Science will only begin work once the terms of the agreed sale have been fulfilled by the service user as agreed in writing at the time of purchase

Analytical

- c) The provision of the services and the information contained in any analysis may be subject to legal or regulatory control and EL-Science will perform services to comply with the current version of any such legislation. It is the responsibility of the service user to ensure that they remain updated with legislative changes and any resultant impact of such changes with respect to work performed by EL-Science.
- d) All analytical services are performed upon the sample as received to the laboratory. It is the full responsibility of the service user to ensure the sample is fully representative of the parent product, that the sample has not degraded or been altered in any way, that it is labelled correctly and that the accompanying paperwork is complete and correct.
- e) Where any issues arise as a result of point (c) the service user agrees to cover costs, at the discretion of EL-Science for any work undertaken including investigatory work to establish the issue. Any requested payment by EL-Science shall be fair and reasonable to cover the costs incurred.

Payments

- f) The service user agrees to make payment in sterling by bank transfer to the bank account provided upon the invoice for the service or product provided. The service user is responsible for all fees associated with any payments.
- g) The service user understands and accepts that payment is deemed as being received only when the funds have been deposited into the bank account shown on the invoice for the service or product provided.



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h) EL-Science reserves the right to withhold any data, product or service where the service user fails to maintain a previously agreed payment schedule and the service user agrees that EL-Science may charge subsequent late payment fees of up to 8% per month on any overdue balance at the sole discretion of EL-Science. Furthermore the service user agrees in the event of overdue payment, where no resolution is accepted by EL-Science that EL-Science may demand a full return of all data provided and to fully revoke any rights by the service user to that data, use of that data, intellectually or physically.

Disputes

i) EL-Science agrees to address any dispute in a fair and reasonable manner. Where a dispute cannot be resolved with the sales person or customer account manager the dispute will be escalated to senior management.

j) The senior manager assess the dispute and recommend a course of action to the service user. Where a dispute is unable to be resolved a director of EL-Science will make a final decision and the service user agrees to accept this final decision of a director of EL-Science.

Liability

Services may be suspended, declined or terminated in the event of force majeure. In such an event all services and obligations by EL-Science will be suspended under the agreement if an event occurs that is out of our control. If such event continues for more than two consecutive weeks, then EL-Science reserve the right to terminate any agreement and the service user agrees that EL-Science therefore holds no liability for any resulting losses or business interruption.

k) The service user accepts that the law of England and Wales shall be used relating to any services, products, disputes or liabilities for any business undertaken with Phoenix Vapers Limited.

l) EL-Science are not liable for any losses incurred to the service user as a result of delays, omissions or errors by EL-Science in providing any aspect of these services.

m) It may not be possible to achieve all or any of the results described in the services.

n) The Service User agrees to limit the total liability that may be attributed to EL-Science to the total of the fees paid for the sample or samples from which any such liability has arisen.

o) Subject to the items presented within this document, EL-Science shall not be liable to the service user, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts; loss of anticipated savings; and any indirect or consequential loss.

p) Nothing in this agreement shall limit or exclude EL-Science's liability for:

- i. death or personal injury caused by its negligence;



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- ii. fraud or fraudulent misrepresentation; or
 - iii. any other liability which cannot be limited or excluded by applicable law.

Intellectual Property

Means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, 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.

q) The service user accepts that all information provided by EL-Science is the sole intellectual property of EL-Science and agrees not to replicate, distribute, pass or resell the information to any third party outside of the organisation who makes payment without express written permission of EL-Science signed by a Director or the Chief Scientific Officer of Phoenix Vapers Limited.

r) Should the service user breach point (f) of this section the service user agrees that they are fully liable for all loss of sale incurred by EL-Science including a reasonable value for the further actions of the third parties actions with that information to further parties.

Assignment

The Service User may assign this agreement to another party only with the written agreement of EL-Science. In such circumstance, EL-Science may require financial information from one or both parties.

Set-Off

The Service User agrees that the right of set off is excluded from this agreement so that the Service User must settle all fees to EL-Science in full for all sums due and bring any claims as a separate action.