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GENERAL TERMS & CONDITIONS – LDP Analytical Services Ltd ("LDP")

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1. Definitions:

1.1 "The Company" refers to LDP Analytical Services Ltd.

1.2 "The Client" refers to the individual or business engaging the Company's services.

2. Compliance

The Client shall comply with all applicable laws and regulations of England and Wales, including but not limited to the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, and all relevant statutory instruments and industry standards.

3. Scope of Services:

3.1 LDP will provide services as described in the service agreement or quote accepted by the Client.

3.2 Any changes or additions to the agreed services must be agreed upon in writing and may incur additional charges.

4. Service Schedule:

Preventive Maintenance (PM) and/or Qualification (OQ) visits shall normally occur six (6) months from the commencement date of the contract unless otherwise agreed in writing. Where two visits per annum are included, the first shall typically be scheduled at four (4) months, and the second at ten (10) months from the start date, unless otherwise agreed.

5. Site Access and Timing:

Services shall be performed at the Client's premises during standard business hours, or at LDP's designated service facility if required. Visit dates shall be proposed by LDP and confirmed by mutual agreement.

6. Coverage and Charges:


Unless otherwise specified in writing, PM and/or Qualification (OQ) contracts include travel time and labour during scheduled site visits. Required spare parts and consumables shall be supplied by LDP and charged separately. The replacement of consumables is at the sole discretion of the LDP Service Engineer. If any work outside the scope of standard PM procedures is required, a separate quotation shall be provided, and written acceptance obtained prior to commencement.

7. Instrument Usage:

Contracts are based on single-shift operation of the equipment. Any increase in operational demand, such as dual or triple shifts, may necessitate a review and adjustment of the annual service contract fees.

8. Breakdown Visits:

For contracts excluding breakdown cover, engineer visits shall be chargeable at rates quoted

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and agreed in advance. For contracts inclusive of breakdown cover, only parts used shall be invoiced, except where the fault is due to operator error or misuse. All labour costs incurred during a breakdown callout shall be chargeable, including instances where the equipment is found to be irreparable or where no fault is identified.

9. Exclusions:

This contract excludes the cost of labour and materials required to repair damage caused by chemical or physical trauma, negligence, misuse, incorrect voltage, fire, water ingress, unauthorised alterations, or acts of abuse. The contract does not cover rebuilding, reconditioning, or modifications to the equipment. Software-related faults are excluded unless otherwise specified in writing.

10. Client Responsibilities:

10.1 The Client shall undertake all routine maintenance procedures recommended in the manufacturer's user manuals, including but not limited to lamp replacements, syringe changes, leak testing, flushing of flow paths, and correct column installation. All work must be undertaken by competent personnel using manufacturer-approved parts. LDP should be contacted for clarification on any maintenance procedure.

10.2 The Client agrees to provide any necessary access, information, or support required by LDP to complete services. Delays caused by the Client's failure to provide required resources may affect delivery timelines and may incur additional costs.

11. Returns:

Instruments to be returned to LDP must be authorised in advance. The Client shall ensure appropriate packaging, insurance, and shipping arrangements. A fully completed Notification of Hazards form must accompany each return; this form is available upon request. All return work will be invoiced in accordance with terms agreed in advance.

12. Qualification (OQ) Documents:

Qualification (OQ) documents will be issued for instruments covered under a Qualification (OQ) contract, subject to successful PM completion. Any re-qualification required shall be scheduled and charged separately. The Client is responsible for maintaining and archiving documents unless explicitly agreed otherwise in writing.

13. Warranty and Quality:


13.1 LDP warrants that services will be provided with reasonable skill and care.

13.2 No other warranties, express or implied, are provided beyond those stated in this document.

14. Limitation of Liability:

LDP's total liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited as follows:

1. For direct physical damage to tangible property caused solely by LDP's negligence, up to a maximum of £100,000 per incident or series of related incidents;
2. Reimbursement of the original purchase price where a Product fails to conform to warranty and is returned in accordance with LDP's returns policy;
3. The repair or replacement of defective Products;

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4. For all other direct losses, LDP's liability shall not exceed the total amount paid by the Client under the applicable contract.

15. Exclusion of Liability:

LDP shall not be liable for any of the following, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise:

1. Indirect, consequential, or special loss;
2. Loss or corruption of data or software, or restoration costs;
3. Cost of procurement of substitute goods or services;
4. Loss of profits, revenue, anticipated savings, or business opportunities;
5. Loss of goodwill or reputational damage;

regardless of whether such losses were foreseeable or LDP was advised of the possibility of such losses.

16. Statutory Rights and Liability:

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation. These terms do not affect the statutory rights of consumers.

17. Confidentiality:

17.1 The Client shall treat all information received from LDP as confidential, including but not limited to pricing, procedures, and operational methods. Disclosure shall only be permitted with LDP's prior written consent, or where required by law or a competent regulatory authority, or where such information is in the public domain through no fault of the Client.

17.2 LDP may use aggregated, anonymised data for internal purposes but will not disclose identifiable information.

18. Use of Subcontractors:

LDP reserves the right to engage qualified subcontractors to fulfil part or all of the services provided under this Agreement, ensuring that all such subcontractors operate to equivalent standards of competence, confidentiality, and compliance.

19. Data Protection:


Each party shall comply with its respective obligations under applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. LDP shall only process personal data necessary for the performance of this Agreement and in accordance with lawful instructions.

20. Software Licensing (if applicable):

Where software is provided by LDP, it is licensed, not sold, on a non-exclusive, non-transferable basis for use solely in conjunction with the relevant hardware. The Client shall not copy, modify, decompile, or reverse-engineer any such software, except as permitted by law.

21. Force Majeure:

LDP shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from causes beyond its reasonable control. These include but are not limited to natural disasters, war, terrorism, civil unrest, labour

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disputes, pandemics, and government restrictions. In the event of such delays, the timeline for completion of services may be adjusted accordingly.

22. Termination:

22.1 Either party may terminate the contract with written notice if the other party breaches any material term of the contract and fails to rectify it within 14 days.

22.2 LDP reserves the right to terminate the contract immediately if the Client engages in illegal or unethical practices that could harm LDP's reputation or operations.

23. Intellectual Property:

Any proprietary methods, tools, or materials developed by LDP during the course of the service remain the property of LDP unless agreed otherwise in writing.

24. Governing Law and Jurisdiction:

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.