

Standard Terms and Conditions

01/12/2024

These terms and conditions are in relation to business and work carried out by Zoma Fungal Diagnostics Ltd.

Introduction

A contract is formed between a customer (referred to as the 'Customer') and Zoma Fungal Diagnostics Ltd (referred to as the 'Company') when an Order is received from the Customer. An Order may be written, verbal, or electronic. The Product or Service shall mean any product or service provided by the Company to the Customer. These conditions do not affect your statutory rights.

Supply

The Company agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.

Rights Reserved

Should the Company choose not to enforce any or all these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing the Company with an Order, the Customer accepts these terms and conditions.

Limitation of Liability

Neither party shall be liable to the other for indirect losses. The Company's liability shall be limited to the value of the relevant goods or services, unless a different level is stipulated by law.

Insurance

The Company shall maintain professional indemnity and public liability insurance for the scope of goods and services with a reputable insurer.

Payment, Title in Goods and Intellectual Property

The Company shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied. Payment terms will be stipulated on any invoice issued by the Company. These may include non-standard or special clauses which the Company may reasonably request of the Customer. The Company reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Lloyds Bank base rate ruling on the date payment is due. Additional charges

may be incurred from the return of specimens or the referral of specimens to specialist centres on a like for like basis.

Title in the goods or services shall remain with the Company until full payment has been received, unless otherwise stipulated in the Order.

Title to Intellectual Property created by the Company shall remain with the Company. The Customer shall be granted a right to use such Intellectual Property incorporated into any deliverables or services on receipt of payment by the Customer and such use shall be for its own internal business purposes only.

Compliance with Applicable Law and Regulations

The Company and Customer will act in accordance with all applicable law and relevant regulations, including but not limited to relevant health and safety requirements to provide the product(s) or service(s), data privacy and anti-corruption and bribery legislation.

Force Majeure

Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, environmental disaster, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s), without liability, upon thirty calendar days' prior written notice to the other party.

Cancellation Policy

Training Courses

Please note that once the Customer has booked a course with us it means that the Company has reserved time in our schedule exclusively for the Customer.

The following cancellation terms apply:

- Cancellation more than 4 weeks before scheduled date a full refund will be given, or the booking may be rescheduled without charge.
- Cancellation between 1 and 4 weeks before scheduled date 50% will be refunded or alternatively the booking may be rescheduled for a re-booking charge of £50.00 per person.
- Cancellation less than 1 week before scheduled no refund will be given.

You can cancel or reschedule an appointment by emailing us at info@zomafungal.com

Diagnostic Testing

All diagnostic testing should be performed under a signed service level agreement (SLA). Where there are instances that this is not possible, such as in an ad hoc or one-off testing scenarios, testing will be undertaken on good faith by the Company to not delay patient results, this is founded in the assumption that the Client will complete their responsibilities in terms of due diligence and invoice payment as laid out in the Laboratory Handbook. Standard terms of payment are 30 days from invoice date.

The standard terms of notice for the cancellation of diagnostic testing services where an SLA is in place is one calendar month. Where no SLA or agreement exists between the Client and the Company, then there is no notice period required.

The cancellation of testing for individual specimens can be done directly by the Client in the Client Portal prior to receipt at Zoma Fungal Diagnostics Ltd. Once specimens are marked as received, they can no longer be edited or cancelled by the Client. If testing of specimens is no longer required, the Client should notify Zoma Fungal Diagnostics Ltd as soon as possible once the specimen has been sent. This can be done via email to info@zomafungal.com or by telephone on 0117 462 1485. As Zoma Fungal Diagnostics Ltd guarantees a turnaround time for microscopic evaluation of dermatology testing of 48 hours, it may not always be possible to cancel a specimen test prior to it being processed. All reasonable efforts will be made to fulfil the request of the Client, however if specimens have already been processed, charges will still apply.

Governing Law

These terms and conditions shall be governed by the laws of England and Wales.