

STABILITY STORAGE EQUIPMENT VALIDATION, CALIBRATION AND MAINTENANCE SERVICES SUPPLY CONDITIONS

1 Definitions and Interpretation

1.1 In these Conditions the following words and expressions shall have the following meanings:

Conditions: means the terms and conditions set out in this document;

Confidential Information: means any information (whether written, oral or electronic or any other form) obtained under or in connection with these Conditions by or on behalf of one party (as receiving party) from the other party (as disclosing party) of a confidential nature including details of:

- (a) the disclosing party's activities, business and finances;
- (b) the disclosing party's customers, account records, budgets and ledgers;
- (c) any information designated in writing by the disclosing party marked as "confidential";
- (d) any information which if disclosed orally by the disclosing party, is identified at the time of disclosure as confidential and which is reduced to writing and sent to the receiving party within 30 days after its oral disclosure and marked as "confidential";
- (e) the terms of the Contract of which these Conditions form part; and
- (f) information which is obtained during, or as a consequence of, any negotiations or discussions relating to the Contract of which these Conditions form part;

Contract: means the Suppliers quotation for the Services together with the Conditions and (if any) the Controlled Environment Agreement between the Supplier and the Customer;

Force Majeure Event: means any event affecting the performance by a party of its obligations under these Conditions arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of that party, including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, strike, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including any failure to grant any necessary permissions) of any relevant government, court or authority;

Payment Terms: shall be as specified in Schedule [3] to the Controlled Environment Agreement (if any) of which these Conditions form part, or the Supplier's quotation;

Price: shall be as specified in Schedule [3] to the Controlled Environment Agreement (if any) of which these Conditions form part, or the Supplier's quotation;

Purchase Order: means a purchase order for Services issued by the Customer using the form set out in Schedule [4] to the Controlled Environment Agreement (if any) of which these Conditions form part;

Regulatory Requirements: means all applicable statutory, regulatory and legal requirements from time to time;

Services: means the duties, services or work specified in the Supplier's quotation/or and the Customer's Purchase Order (as approved by the Supplier), as more particularly described in the specifications in Schedule [5] and/or Schedule [6] (if any) to the Controlled Environment Agreement of which these Conditions form part;

Supplier: means, Source BioScience (Storage) Limited for UK based Customers, Source BioScience Ireland Limited for Ireland based Customers and, Source BioScience (UK) Limited for all other Customers; and

VAT: means value added tax chargeable in the territory in which the Services are provided.

When used in these Conditions the word "include", "includes" and "including" shall mean "without limitation".

2 Application of Conditions

2.1 These Conditions shall prevail over any terms or conditions submitted by the Customer or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's Purchase Order, or the Customer's acceptance of a quotation from the Supplier for Equipment and/or Services, constitutes an offer by the Customer to purchase the Equipment and/or Services specified in it subject to these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than: (i) by a written acknowledgement issued by executed by the Supplier; or (ii) (if earlier) by the Supplier commencing provision of the Equipment and/or Services.

3 Performance of Services

3.1 The Supplier shall, from the Commencement Date and until the Termination Date and/or until the Services are complete (as applicable), carry out the Services:

3.1.1 in accordance with these Conditions;

3.1.2 in accordance with all Regulatory Requirements;

- 3.1.3** where relevant, using materials or goods which are:
- (a) of satisfactory quality, or as requested by the Customer in writing;
 - (b) fit for their respective purpose and/or the use for which they are intended; and
 - (c) compliant with all Regulatory Requirements;
- 3.1.4** without detriment to the fabric, fixtures or furnishings of the Customer's premises, buildings or equipment, using efficient and cost effective means and methods;
- 3.1.5** using adequate numbers of suitably qualified staff for the provision of Services;
- 3.1.6** in accordance with the Customer's applicable security and health and safety requirements at the Customer's premises (as notified by the Customer in advance) and any other reasonable directions and instructions given by the Customer or the Customer's representative on the Customer's behalf. All such directions and instructions, where practical, will be given to the Supplier's representative on the Supplier's behalf and in writing where applicable. For the purposes of these Conditions, any direction or instruction issued to the Supplier's representative shall be deemed to have been given to the Supplier; and
- 3.1.7** otherwise using all reasonable skill, care and diligence to be expected of a competent professional experienced in providing services such as the Services and in accordance with all applicable professional standards.
- 3.2** The Supplier shall commence provision of the Services on the Commencement Date or on such other date as may be mutually agreed between the parties in writing (as applicable) and the Supplier shall execute and complete the Services within a reasonable time, taking into consideration the reasonable requests made by the Customer.
- 3.3** The Supplier shall keep and maintain appropriate records in relation to the performance of the Services, including in relation to the supply and fitting of any spare parts, and the Supplier shall promptly provide the Customer with access to such records upon request from the Customer.
- 3.4** At no point during the performance of the Services shall the Supplier:
- 3.4.1** hold itself out to third parties as the agent of the Customer; or
 - 3.4.2** make any commitments or disbursements or incur any other obligations in the name of, or on behalf of, the Customer.

4 Supplier's Personnel

- 4.1** The Supplier shall ensure that all staff engaged to carry out any work associated with the provision of the Services (for the purposes of this Condition 4 to be referred to as the "Personnel") shall be appropriately qualified and experienced.
- 4.2** Where any Personnel are required to enter on to any site controlled by the Customer for the purposes of carrying out the Services, the Supplier shall ensure that such staff comply with all reasonable rules or requirements established by the Customer in respect of safety or otherwise for the site and with all those requirements provided by the Regulatory Requirements.

5 Price and Payment

- 5.1** In consideration of the performance of the Services, the Customer shall pay the Supplier the Price in accordance with the Payment Terms or any modification thereof agreed in writing by the parties from time to time.
- 5.2** Within 30 days of the issue by the Supplier of an invoice under this Condition 5, the Customer shall pay to the Supplier all amounts due to the Supplier under these Conditions in respect of the Services that are the subject of the invoice.
- 5.3** The Contract Price is exclusive of VAT. To the extent that VAT is properly chargeable to the Customer on the supply of the Services provided by the Supplier under these Conditions, the Customer shall pay such VAT as an addition to payments otherwise due to the Supplier hereunder. The Supplier shall, if so requested by the Customer, furnish all information as may be reasonably required as to the amount of VAT chargeable.
- 5.4** Unless in dispute, late payments shall accrue interest at a rate of 4% per annum above the Bank of England base rate from time to time, or the maximum legal rate if less. The Customer shall pay for all costs (including reasonable attorneys' fees) incurred by the Supplier in connection with the collection of late payments. Unless in dispute, in the event that any fees due under these Conditions are more than 30 days late, the Supplier shall have the right to suspend performance under these Conditions until all fees are made current. All payments hereunder shall be made in pounds sterling unless otherwise agreed in writing between the parties.

6 Warranty

- 6.1** The Supplier will, at its own expense, re-perform and/or correct any defect in the Services such that all Services performed comply with all requirements of these Conditions, provided that notice thereof is given to it within 12 months from the date of completion of the Services. Should the Supplier re-perform and/or correct any defect in the Services or refund the monies received from the Customer in respect of the

defective Services, this shall constitute the Customer's exclusive remedy for any failure of the Services to comply with all requirements of these Conditions.

- 6.2** The Supplier shall not be responsible or liable for any failure of the Services to comply with all requirements of these Conditions where the defect is attributable to an act or omission of the Customer including damage to the Equipment (whether wilful or accidental including any repairs or modifications undertaken by the Customer or with its permission), failing to follow the Supplier's instructions in respect of the installation and/or operation of the Equipment and/or following the directions or instructions of the Customer.

7 Exclusion and Limitation of Liability

- 7.1** This Condition 7 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

7.1.1 any breach of these Conditions;

7.1.2 the Services or any part of them; and

7.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.

- 7.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions (save for section 12 of the Sale of Goods Act 1979).

- 7.3** Nothing in these Conditions limits or excludes the liability of the Supplier:

7.3.1 for the death or personal injury resulting from its negligence;

7.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or

7.3.3 any other form of damage or liability which cannot be excluded or limited by law.

- 7.4** Subject to Condition 7.2 and Condition 7.3:

7.4.1 the Supplier shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses including: (i) lost profits, (ii) lost business; (iii) loss of product and/or (iv) third party claims against the Customer; and

7.4.2 the Supplier's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated

performance, of its obligations under these Conditions shall be limited to the price paid/payable for the particular element of the Services to which the claim relates (provided that the Supplier's liability to the Customer under or in connection with these Conditions shall not exceed £1,000,000 in aggregate).

8 Variations

- 8.1** The Customer may at any time direct a variation (including by omission) to the Services. No variation shall vitiate the Contract of which these Conditions form part.
- 8.2** The parties shall negotiate in good faith and shall endeavour to agree a price in respect of such variation and the Price shall be amended accordingly. In the absence of such agreement the parties shall refer to Condition 15 to resolve the matter. The Supplier shall not proceed with any change nor incur additional expense in respect of any varied Services unless the variation has been expressly approved in writing by the Customer or the Customer's representative on the Customer's behalf.

9 Suspension

- 9.1** The Customer may, by giving written notice to the Supplier, require the Services to be suspended at any time for the Customer's own reasons and shall compensate the Supplier for all reasonable documented costs incurred directly as a result of such suspension, provided that such suspension does not arise as a result of the Supplier's default or negligence in which case the Customer shall be obliged only to pay the Supplier in respect of the Services performed in accordance with all requirements of these Conditions prior to the date of said suspension.
- 9.2** In the event of any suspension continuing for a period exceeding 60 consecutive days and provided that such suspension does not arise as a result of the Supplier's default, then either party here to shall have the right to terminate the Contract of which these Conditions form part by written notice to the other party.

10 Termination

- 10.1** Either party may terminate the Contract of which these Conditions form part without liability to the other immediately on giving notice to the other if:
 - 10.1.1** the other party fails to pay any amount due under the Contract of which these Conditions form part on the due date for payment; or
 - 10.1.2** the other party commits a material breach of any of the terms of the Contract of which these Conditions form part and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 10.1.3** the other party enters into administration or becomes insolvent.

10.2 On termination of the Contract of which these Conditions form part for any reason:

10.2.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest under and in connection with the Contract of which these Conditions form part and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and

10.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

11 Force Majeure

11.1 Neither party shall be responsible for any delays or inability to perform any of its obligations under or in connection with these Conditions due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability or change in supply costs, acts of terrorism or any other Force Majeure Event.

11.2 If any Force Majeure Event occurs affecting the Services hereunder, the party affected shall notify the other party in writing within 14 days and the parties shall consult together and shall make every reasonable effort to mitigate the effect of Force Majeure Event.

11.3 If any Force Majeure Event exists for a continuous period of 3 months such that the performance of the Contract of which these Conditions form part within a reasonable time becomes impossible, either party shall be entitled to terminate the Contract of which these Conditions form part by giving notice in writing to the other party in which case the Supplier shall be entitled to payment of such amount as may be due in respect of Services performed prior to the date of termination together with any costs reasonably incurred by the Supplier pursuant to its demobilisation.

12 Confidentiality

12.1 The information in the Contract of which these Conditions form part must be treated strictly confidential. Disclosure of any of the contents of the Contract of which these Conditions form part to any third party (other than the appropriate registration or health authority) is prohibited unless agreed by authorised persons of both parties in written form.

12.2 The Supplier and the Customer understand and agree that any information of confidential nature provided to each other under or in connection with these Conditions shall be treated by the recipient in the strictest confidence. To the extent

required by the competent authorities, the recipient may disclose such information to such authorities.

- 12.3** The confidentiality and non-use obligations provided for in this Condition 12 shall continue in full force and effect until the Confidential Information has become generally known to the public through no action or omission of recipient.

13 Assignment and Subcontracting

13.1 Neither the Supplier nor the Customer may assign, either in whole or in part, any of their rights or obligations under these Conditions, without the prior written consent of the other party, provided that the Supplier shall have the right to assign its rights and obligations under these Conditions, in whole or in part and without the Customer's consent, to any of its affiliates.

13.2 The Supplier may subcontract any or all of the Services to duly qualified specialists, provided that the Supplier shall not in any way be relieved of any of its responsibilities, obligations or liabilities under these Conditions in respect of any portion of the Services which is subcontracted.

14 Governing Law and Jurisdiction

14.1 The Contract of which these Conditions form part, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract of which these Conditions form part or its subject matter (save that the Supplier shall be entitled to seek interim relief in any court in any jurisdiction willing to accept jurisdiction to protect its confidential information).

15 Disputes

15.1 If a party to this Agreement has any dispute, difference or question ("a dispute") in respect of the construction of this Agreement, then that party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute.

15.2 Within 7 days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree to methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

15.3 If the dispute has not been resolved within 21 days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the

expiry of 21 days of the service of the notice of the dispute, the parties shall refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

16 Notice Requirements

16.1 Any notice required to be sent under or in connection with these Conditions shall be properly served if sent in writing:

16.1.1 by first class, recorded or registered delivery post to the address of the party in question given in the Contract of which these Conditions form part (or such other address as the parties may notify to each other from time to time) in which case such notice will be deemed to have been served 2 business days after posting; or

16.1.2 by fax to the party in question, in which case such notice will be deemed to have been served on the next business day.

17 Validity

17.1 If at any time one or more of the provisions of the Contract of which these Conditions form part is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of the Contract of which these Conditions form part shall not be in any way affected or impaired thereby.

18 Entire Agreement

18.1 The Contract of which these Conditions form part constitutes the entire agreement between the parties hereto and supersedes all prior written or oral submissions, negotiations or agreements relating thereto, except to the extent that they are expressly incorporated herein.

18.2 Any amendment to the Contract of which these Conditions form part shall be effective only if agreed in writing between the parties.

19 Waiver and Exercise of Rights

- 19.1** A single or partial exercise or waiver of a right relating to the Contract of which these Conditions form part will not prevent any other exercise of that right or the exercise of any other right.
- 19.2** A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the other party.