

Source BioScience Terms and Conditions of Business

These terms and conditions and the documents referred to in them govern our supply of services and/or goods to anyone who orders them from us. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 15 (Liability).

1 Interpretation

1.1 In these terms of business, the following words and phrases have the following meanings:

“Conditions” means these terms and conditions of business;

“Contract” means the contract between us and you for the supply of the Products comprising these Conditions, the Product Schedules (if any) applicable to the Products, the Order, and our Quotation (if any);

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time that applies to our use of personal data, including the General Data Protection Regulation ((EU) 2016/679) and Data Protection Act 2018;

“Data Sheet” means the manufacturer's unregulated technical data sheet containing information for the end user which might include, by way of example and without limitation, the name of the product, a description of the product, and the product's intended use which assists the end user in working with the product in a safe manner;

“Goods” means the equipment or goods, including any clones or other biological material, referred to in the Order;

“Non-Serviced Country” means any country or territory in relation to which applicable law prohibits or restricts us from supplying Products. More information about such prohibitions or restrictions is available at <https://www.gov.uk/sanctions-embargoes-and-restrictions> ;

“Order” has the meaning given in clause 3.1;

“our website” means www.sourcebioscience.com;

“Products” means the Services and/or Goods referred to in the Order;

“Product Schedule” means the schedules published at our website applicable to the Products;

“Quotation” means our written quotation, issued in response to an enquiry from you, which sets out the Products and our charges in relation to those Products;

“Request Form” means the standard forms we make available from time-to-time for use by our clients in requesting pathology services;

“Results” means the results of any pathology tests or investigations that we report to you in the course of the Services.

“Sample” means any specimen supplied to us in relation to the Services;

“Services” means the services referred to in the Order;

“we”, “us” and “our” refer to either:

- i) For Histopathology Services, Reference Laboratory Services, Genomic Services (excluding United States and Ireland), Supply of Clones and Laboratory Supplies:

Source BioScience UK Limited, a company registered in England and Wales with number 4078501 and whose registered office is 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX; or

- ii) For Stability Storage Equipment Validation, Calibration and Maintenance Services, Supply of Stability Storage Equipment, and Storage and Disaster Recovery Backup Services (excluding United States and Ireland):

Source BioScience Storage Limited, a company registered in England and Wales with number 4078501 and whose registered office is 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX; or

- iii) For Genomic Services and Storage and Disaster Recovery Backup Services within the United States:

Source BioScience Inc, a company registered in United States with TIN 20-3164111 and whose registered office is 300 Town Park Drive, Suite 130, Kennesaw, GA 30144; or

- iv) For Genomic Services, Stability Storage Equipment Validation, Calibration and Maintenance Services, Supply of Stability Storage Equipment, and Storage and Disaster Recovery Backup Services within Ireland:

Source BioScience Ireland Ltd, a company registered in Ireland with number 441759 and whose registered office is Riverstown 5 Complex, Riverstown Industrial Estate, Tramore, Co Waterford; or

- v) if different, the Source BioScience group company that issues the Quotation (if any) and accepts your Order.

“you” and “yours” refer to the person who orders the Services;

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Headings for ease of reference only and will not affect the interpretation of the Contract.

1.4 A reference to a “person” includes a natural or legal person.

1.5 A reference to “writing” includes fax or email.

- 1.6 An obligation not to do something includes an obligation not to permit it to be done.
- 1.7 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.
- 1.8 In the event of a conflict between any of the documents comprising the Contract a document appearing earlier in the following list takes precedence over a document appearing later: (i) the Product Schedules, (ii) these Conditions, (iii) our Quotation, and (iv) the Order.

2 Application of these Conditions

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No terms, conditions or warranties endorsed upon, delivered with, referred to or contained in your Order, any purchase order, delivery note, or other document provided to us by you will form part of the Contract.
- 2.2 No variation to these Conditions will have any effect unless it is expressly agreed in writing containing an express reference to varying these Conditions.

3 Ordering and Cancellations

- 3.1 If you place an order with us for our Products (an “Order”), including by submitting a Sample and/or Request Form to us, you shall follow the ordering process set out in the applicable Product Schedule.
- 3.2 Your Order is your offer to purchase the Products in accordance with these Conditions, the applicable Product Schedules and any valid Quotation we have given for the Products ordered.
- 3.3 The Contract takes effect when we accept your Order. We may accept your Order in part or in whole. Your Order shall be deemed to be accepted by us:
 - 3.3.1 in relation to Services, only when we start performing them and only in relation to the parts of the Services that we commence; and
 - 3.3.2 in relation to Goods, only when we provide written confirmation of dispatch and only in relation to the goods listed as dispatched in that confirmation.
- 3.4 Our Quotation is valid for 30 days from the date of issue unless we withdraw it earlier, which we may do by writing to you. Our Quotation is not an offer to be bound.
- 3.5 If the whole or part of your Order is for Services you may cancel the Order insofar as it relates to those Services only by notifying us in writing before we accept the Order. Where we have accepted the Order in part you may only cancel the parts we have not yet accepted.
- 3.6 If the whole or part of your Order is for Goods you may cancel the Order insofar as it relates to those goods at any time before we confirm dispatch the Goods. If we confirm dispatch of the

Goods in stages you may only cancel your Order in relation to the Goods for which we have not yet confirmed dispatched.

- 3.7 Where you cancel an Order (in whole or part) you will pay us the amount of any losses, costs, damages, charges, or expenses we incur in connection with the cancellation.

4 Your General Obligations

- 4.1 You shall comply with all applicable laws in relation to your use of our Products and any Results.
- 4.2 You shall promptly provide any co-operation that we reasonably request in relation to the provision of the Products.
- 4.3 You warrant that you are legally capable of entering into and being bound by the Contract, and that you are acting in the course of a business, not as a consumer.
- 4.4 You are not located in a Non-Serviced Country and, where applicable, you are not accessing our website from a Non-Serviced Country.

5 Submitting Samples

- 5.1 You shall collect and supply any Samples in accordance with all applicable laws and any instructions we provide to you, including any instructions regarding the use of any Request Form and regarding any information you are to provide to us relating to the Samples.
- 5.2 Prior to supplying the Sample to us you shall obtain any necessary consents or ethical permissions in relation to the Sample to enable the lawful transfer of the Sample to us and to enable us to process, store, and dispose of the Sample and any related Results in accordance with the Contract.
- 5.3 You shall ensure that any Samples are of suitable quantity, quality and purity when we receive them for us to use in performing the Contract.
- 5.4 You shall ensure that any information you provide to us in relation to the Samples is complete and accurate.
- 5.5 You warrant that you are acting on your own behalf and on no-one else's behalf.

6 Processing, storing, and disposing of Samples

- 6.1 If we consider that a Sample is (or may be) of insufficient quality or purity to enable us to perform the Services then we shall not be obliged to perform the Services in relation to that Sample and we shall use reasonable endeavours to inform you that we have rejected the Sample.
- 6.2 If we consider that a Sample is (or may be) of insufficient quantity to enable us to perform the Services then we shall use reasonable endeavours to contact you to confirm whether you would like us to attempt to perform the Services in relation to the Sample anyway. In the event that we are unable to confirm your instructions and we consider that there is a risk of the Sample becoming non-viable due to the passage of time we may attempt to perform the Services. In

either of these cases we shall not be liable to you for any failure or defect in the Services relating to that Sample.

- 6.3 You acknowledge that the Samples may be used up in the performance of the Services.
- 6.4 Unless we expressly agree in writing to return a Sample to you we shall not be required to return it to you and may store and/or dispose of it in accordance with our laboratory procedures as amended from time to time.
- 6.5 We shall not be liable or any loss of or damage to a Sample unless such loss or damage is caused by our negligence.
- 6.6 If we expressly agree in writing to return a Sample to you then we shall do so at your costs and at your risk.

7 Test Results

- 7.1 Unless expressly agreed in writing between you and us we shall supply any Results to you by post, facsimile transmission, email, secure internet portal, or CD Rom.
- 7.2 In supplying any Results we shall be entitled to use any contact details that you provide to us in the Request Form. You shall ensure that those contact details are accurate and complete and that they only relate to persons who are authorised by you to receive the Results.
- 7.3 We shall not be responsible for your use of the Results.

8 Delivery of Goods

- 8.1 We may deliver any Goods by separate instalments.
- 8.2 Risk in the Goods will pass to you upon delivery of the Goods. Title to the Goods will pass to you only when we receive full payment in respect of them.
- 8.3 Delivery of Goods takes place when we or our carrier makes them available to you or your agent or carrier at the agreed delivery location.
- 8.4 Unless we expressly agree otherwise in writing you shall be responsible for obtaining any authorisations or licences required for the export, transit, or import of the Goods for any delivery outside the United Kingdom.
- 8.5 If you fail to accept delivery of the Goods or if we or our carrier are unable to deliver the Goods on time or at all because you have failed to provide appropriate instructions or to comply with clause 8.4:
 - 8.5.1 the Goods shall be deemed delivered we or our carrier attempt delivery; and
 - 8.5.2 we may store the Goods until you take possession of them, and you shall pay any costs we incur in relation to doing so, including costs of storage and insurance.

- 8.6 We shall not be liable for any failure to deliver the Goods or failure to deliver the correct quantity unless you give us written notice of the failure within five days after the date when the Goods were due for delivery.
- 8.7 We shall not be liable for any damage to the Goods prior to delivery unless you notify us in writing of the damage within three days after delivery.
- 8.8 Our liability and your remedy for failure to deliver the Goods or the correct quantity, or for damage to the Goods prior to delivery shall be limited to (at our discretion) delivery of any undelivered Goods, replacement of any damaged Goods, or to issue you with a refund or credit note for the price of the undelivered or damaged Goods.

9 Use and Quality of Goods

- 9.1 You shall be responsible for obtaining all necessary licenses, authorisations or permits required for your possession of and use of the Goods.
- 9.2 You shall not offer the Goods for resale or onward distribution without our express written consent.
- 9.3 You shall use, store, maintain and (where relevant) install the Goods in accordance with any instructions provided by us (including any instructions available on our website) or by the manufacturer (including any Data Sheet), and in accordance with good practice in the industry for which the Goods are designed.
- 9.4 We warrant that any Goods shall, on delivery:
- 9.4.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 9.4.2 be reasonably fit for any specific purpose that we have confirmed to you in writing they are fit for.
- 9.5 We warrant that Goods of the same type in your Order shall be from the same manufacturing batch if you have expressly requested this at the time of placing your Order and we have confirmed to you in writing that we can meet that request.
- 9.6 Without affecting clause 8.7, we shall not be liable for any breach of our warranties in relation to the Goods (a "Defect") unless:
- 9.6.1 you give us notice of the Defect promptly on becoming aware of it;
 - 9.6.2 you give us a reasonable opportunity to examine the Goods and, if we ask you to you return the Goods to us (at our cost) for the purpose of examination.
- 9.7 We will not be liable for a Defect if:
- 9.7.1 you use the relevant Goods after giving us notice of the Defect; or
 - 9.7.2 the Defect arises from your negligence or breach of the Contract.

9.8 Our liability and your remedy for any Defect shall be limited to (at our discretion) repair or replacement of the Defective Goods or a refund or credit note for the price of the Defective Goods.

10 Our General Obligations

10.1 We shall perform the Services and provide the Goods with reasonable skill and care, using properly qualified and experienced personnel, and in accordance with applicable law.

10.2 If any of the Services fail to conform with the Contract we shall, at our option and cost, reperform those Services or refund any fees you have paid for them. This shall be your sole remedy for such failure.

10.3 Except as set out in clause 10.2, if you ask us to repeat any Services you will pay our fees for repeating them.

10.4 Unless expressly agreed otherwise in writing signed on our behalf any timescales for the supply of the Products are estimates only and we do not warrant that they will be achieved in any specific instance. You shall not be entitled to make time of the essence for supply of the Products.

10.5 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

10.6 We may make any changes to the Products from time to time which are necessary to comply with any applicable law or safety standard applicable to our industry, or which do not materially affect the nature or quality of the Services, provided we notify you of the change.

11 Price and Payment

11.1 You will pay us the fees set out in our Quotation or, if there is no Quotation, our standard fees for the relevant Products as amended from time to time and available from us on request.

11.2 Our fees for Goods are exclusive of delivery charges, which you shall pay in addition at the rates set out in our Quotation or, if there is no Quotation or it does not set out delivery charges, our standard delivery charges as amended from time to time and available from us on request.

11.3 Our fees are exclusive of any applicable VAT, customs, duties, or tariffs, which you shall pay in addition in each case.

11.4 We may require you to pay our fees before we perform the Services or dispatch the Goods. If we do then accepting payment will not constitute an acceptance of your Order and if you cancel your Order in accordance with clause 3 we shall refund the fees for the cancelled parts of the Order.

11.5 If we do not require you to pay our fees before we perform the Services or dispatch the Goods then we may invoice you upon performance or dispatch or in accordance with any payment

schedule set out in our Quotation. Where we perform the Services or dispatch the Goods in stages we may invoice you for each stage separately.

- 11.6 You shall pay each of our invoices in full in cleared funds within 30 days after the date of issue, without any deduction, set-off, or counterclaim. Time for payment shall be of the essence.
- 11.7 On termination of the Contract any outstanding invoices shall become due immediately and we may invoice you for any Services performed or Goods dispatched prior to termination. Payment of that invoice shall be due immediately upon issue.
- 11.8 If you do not pay our fees when they fall due in accordance with this clause 11 then in addition to any other remedy we may be entitled to:
 - 11.8.1 we may charge you interest on the unpaid sum at the statutory rate prescribed from time to time pursuant to the Late Payments of Commercial debts (Interest) Act 1998, calculated daily until payment is made (whether before or after judgment); and
 - 11.8.2 we may suspend performance of this Contract and any other contract between you and us until you have paid the outstanding sum, without any liability to you for the delay.
- 11.9 Where you use our website to place your Order it is possible that, despite our best efforts, the Products you Order may be incorrectly priced. If we become aware that any Products in your Order are incorrectly priced:
 - 11.9.1 if the correct price is lower than the price at which you placed your Order we shall charge you the correct lower price instead;
 - 11.9.2 if the correct price is higher than the price at which you placed your Order we shall, at our discretion, obtain you approval to charge you the correct higher price (which you shall then pay) or decline to supply the incorrectly priced Products.
- 11.10 We shall not be obliged to supply Products at the incorrect price, even after we have accepted your Order, if the pricing error is obvious and you should reasonably have recognised it as mispricing.

12 Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information that it receives directly or indirectly from the other party concerning the business, affairs, customers, clients, patients or suppliers of that other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
 - 12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract, or as otherwise expressly permitted by the Contract. Each party shall ensure that a person to whom it discloses the other party's confidential information under this clause 12.2.1 shall comply with this clause 12; and

- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract or as otherwise expressly permitted by the Contract.
- 12.4 The restrictions in this clause 12 shall not apply to information which:
 - 12.4.1 the recipient party can demonstrate was already in its possession and which it was free to use or disclose before the Contract took effect;
 - 12.4.2 is disclosed to the recipient by a third party who is not subject to an obligation of confidence to the other party;
 - 12.4.3 enters the public domain other than as a result of a breach of this clause 12.

13 Data Protection

- 13.1 Any words and phrases that are defined in the Data Protection Legislation have the same meanings when used in this clause 13.
- 13.2 Each party acknowledges that for the purposes of the Data Protection Legislation, you are the controller and we are the processor of any personal data that we receive from you or create in the course of providing the Services, including any personal data in any Results (together the "Protected Data").
- 13.3 You will ensure that:
 - 13.3.1 you have all necessary appropriate consents and notices in place to enable lawful transfer of the Protected Data to us and to enable us to process, store, and dispose of the Protected Data in accordance with the Contract; and
 - 13.3.2 your instructions to us to process the Protected Data comply with applicable law.
- 13.4 We will in relation to Protected Data and without limiting your obligations under clause 13.3:
 - 13.4.1 process that personal data only on your documented instructions, unless we are required by applicable laws to otherwise process that personal data. Where we are relying on applicable laws as the basis for processing Protected Data, we shall promptly notify you of this before performing the processing required by the applicable laws unless those applicable laws prohibit us from notifying you;
 - 13.4.2 inform you if in our opinion your instructions infringe the Data Protection Laws, provided that after we inform you we will have no liability for any processing we carry out in accordance with those particular instructions;
 - 13.4.3 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 13.4.4 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 13.4.5 not transfer any personal data outside of the European Economic Area without your prior written consent unless we are able to satisfy the conditions under applicable law restricting the international transfer of personal data;
 - 13.4.6 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.4.7 notify you without undue delay on becoming aware of a personal data breach;
 - 13.4.8 at your written direction, delete or return personal data and copies thereof to you on termination of the agreement unless required by applicable law to store the personal data; and
 - 13.4.9 maintain accurate records and information to demonstrate our compliance with this clause 13 and allow for audits by you or your designated auditor no more than once per year on reasonable notice during our normal business hours, provided that you ensure such audits do not disrupt the normal operation of our business.
- 13.5 You consent to us using third party processors to process the Protected Data (a “subprocessor”) provided that:
- 13.5.1 we shall inform you of the identity of any new sub-processor, which we may do by publishing the identity on our website;
 - 13.5.2 if you object in writing to the use of a sub-processor we shall not permit that subprocessor to process the Protected Data, provided that we may stop providing any Services that would have involved the use of that sub-processor;
 - 13.5.3 we shall ensure that each sub-processor is subject to an agreement providing no less protection for the Protected Data than the Contract.

14 Intellectual Property Rights

- 14.1 All Intellectual Property Rights in the Goods or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us or our third party licensors.

15 Liability

- 15.1 Nothing in this clause 15 or the rest of the Contract shall limit or exclude any liability that cannot legally be limited or excluded, including liability for:
- 15.1.1 death or personal injury caused by negligence;
 - 15.1.2 fraud or fraudulent misrepresentation; or
 - 15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.2 Subject to the other provisions of this clause 15, our total liability to you arising out of or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, shall not exceed the lower of:
- 15.2.1 two times the fees payable to us under the Contract in the 12 months immediately preceding the first claim; or
 - 15.2.2 £1,000,000.
- 15.3 We shall have no liability arising out of or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any special, indirect, or consequential loss.
- 15.4 We shall not have any liability for any delay or failure in the performance of the Contract where such failure or delay arises from your failure or delay in complying with the Contract or from your negligence or wilful default.
- 15.5 All warranties, conditions and other terms (including those implied by law) are excluded to the fullest extent permitted by law, except for those expressly set out in the Contract.
- 15.6 You shall indemnify us against any keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 professional costs and expenses) that we suffer or incur arising out of or in connection with your breach of the Contract or your negligence or wilful default.

16 Anti-bribery

- 16.1 You shall:
- 16.1.1 comply with all applicable laws, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (the "Relevant Requirements");
 - 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 16.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 16.1.2, and shall enforce them where appropriate;
 - 16.1.4 promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of the Contract;
 - 16.1.5 immediately notify us (in writing) if a foreign public official becomes an officer or employee you or acquires a direct or indirect interest in you and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement);
- 16.2 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

17 Termination

- 17.1 We may terminate the Contract immediately if:
- 17.1.1 you fail to pay any sums you owe to us by the due date;
 - 17.1.2 you are in breach of any of the terms of the Contract and have failed to remedy such breach within 28 days of receipt of written notice to do so;
 - 17.1.3 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), 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 your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 17.1.4 you suspend, or threaten to suspend, or cease or threaten to cease carrying on all or a substantial part of your business;
 - 17.1.5 you undergo a change of control, where “control” for this purpose has the meaning given in section 1124 of the Corporation Tax Act 2010.
- 17.2 On termination of the Contract you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
- 17.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the

right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 17.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

18 General

- 18.1 We will not be liable to you or be deemed to be in breach of the Contract by reason of any failure or delay in performing our obligations under the Contract if such delay or failure was caused by events or circumstances beyond our reasonable control (a "Force Majeure Event"). If a Force Majeure Event causes a failure or delay in our performance then we will notify you. If the Force Majeure Event continues for a period of more than three months then either party may terminate the Contract on written notice to the other.
- 18.2 You 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.
- 18.3 We may transfer our rights or obligations to a third party by notice to you.
- 18.4 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 its subject matter.
- 18.5 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 or negligent misstatement based on any statement in the Contract.
- 18.6 A waiver of any of our rights or remedies 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 us in exercising 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 us from 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.
- 18.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 18.8 All notices given by you to us must be given by post to Source BioScience UK Limited at 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX. We may give notice to you at either the e-mail address, postal address, or fax number you provide to us when placing the Order, or by posting notice on our website. Notice shall be deemed received and properly

served immediately when posted on the website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

- 18.9 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.
- 18.10 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.11 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.
- 18.12 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.