

1. Interpretation

- 1.1 **"Affiliate"** means any corporation or other business entity directly or indirectly controlling, controlled by, or under common control with either party that enters into a Contract.
- 1.2 **"Consumable"** means any Goods that are designed to be used, consumed or discarded without re-use, including without limitation reagents, chemicals, compounds, seals, plates, films and containers.
- 1.3 **"Contract"** means these Terms as agreed to by the parties, together with a Quotation (if any) which shall apply with respect to LGC's supply, and Customer's purchase of the Goods and Services. The Contract is created when the order is accepted by LGC, either by sending a written order confirmation or by shipping the Goods or initiating provision of Services to the Customer.
- 1.4 **"Customer"** means the company, organization or individual purchasing Goods or Services under a Contract.
- 1.5 **"Customer Materials"** means products, samples, equipment, laboratory results, materials or information provided by the Customer to LGC in connection with the Goods or Services.
- 1.6 **"Documentation"** means the written or electronic warranty documentation, manuals or user guides accompanying Goods or Services.
- 1.7 **"Goods"** means Instruments, Consumables, and also other goods, samples, laboratory products, laboratory supplies, biological materials, protocols and software, analytical data and results to be provided to the Customer by LGC under the Contract.
- 1.8 **"Instrument"** means any scientific device marketed by LGC or an Affiliate of LGC, including without limitation detectors, dispensers, cyclers, sealers and other devices, whether sold whole or in modules.
- 1.9 **"Intellectual Property Rights"** means any and all rights in and to any copyrights, patents, trademarks, designs, conceptual solutions, analyses, processes, techniques and applications, methodologies, inventions, software, databases, know-how, confidential information, and any other rights in intellectual property (whether registered or unregistered).
- 1.10 **"LGC"** means LGC Biosearch GmbH or, if applicable, an Affiliate of it where such Affiliate has accepted the Order and entered into a Contract with Customer.
- 1.11 **"Order"** means a written or electronic purchase order from Customer for Goods or Services under the Contract.
- 1.12 **"Personnel"** means any officers, employees, agents or contractors of a party.
- 1.13 **"Price"** means the price of Goods and Services in a Quotation, or otherwise agreed to in writing by the parties.
- 1.14 **"Quotation"** means any written estimate, quotation, or proposal from LGC that is agreed to by the parties.
- 1.15 **"Report"** means the report, if any, to be supplied by LGC to the Customer on completion of the Services.
- 1.16 **"Services"** means the services, including without limitation any genomics services (including but not limited to extraction, next generation sequencing, Sanger sequencing, genotyping, cloning, bioinformatics), pharmacogenetic services, analysis of data, interpretation of results, production of Reports, certification of Goods, equipment technical support, training and related services to be provided to the Customer by LGC.
- 1.17 **"Terms"** means these "Standard Terms and Conditions for the Supply of Genomics Products and Services."
- 1.18 The Contract constitutes the entire agreement between LGC and the Customer with respect to the Goods and Services supplied by LGC under it, and supersedes any previous agreements, promises, assurances or representations. Without limiting the foregoing, LGC hereby rejects any additional terms and conditions, including without limitation any pre-printed or other terms appearing on any Order, other than those stated in a Contract, and such additional terms and conditions shall neither be binding upon LGC nor become part of this Contract.

2. Orders and Quotations

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with this Contract.
- 2.2 Any Quotation is valid for a period of ninety (90) days from the date of issue unless otherwise agreed in writing between LGC and the Customer. Customer shall submit Orders in a form and format, and provide all information reasonably required by LGC, including without limitation the correct delivery address, invoicing address, VAT ID and any information with respect to any Customer Materials being provided to LGC. LGC reserves the right to charge Customer in the event of any issues caused by incomplete or incorrect information being supplied to LGC at the time of the Order.
- 2.3 LGC reserves the right at its sole and absolute discretion to refuse Orders, including without limitation (i) for countries or individuals where the supply of Goods or Services would violate any laws or regulations of the EU, the UN, the US, or the resident country of the LGC sales office or the Customer; or (ii) for a custom product, if LGC considers the custom product to be unsuitable or commercially impractical to be designed, manufactured or handled.

3. Delivery and Damage

- 3.1 Any dates specified by LGC for delivery of the Goods or Services are only estimates, and time for delivery shall not be made of the essence by notice. In no circumstances shall LGC be liable for delay in the delivery of Goods that is caused by Force Majeure or the Customer's failure to provide LGC with adequate instructions that are relevant to the supply of the Goods. LGC may make delivery of the Goods and Services by installments and the Customer hereby agrees to accept such delivery by installments.
- 3.2 Unless otherwise expressly agreed in writing by LGC, any Goods which are damaged, defective or incorrect when delivered to the Customer at the CPT point as described in Clause 7.1 must be reported to LGC within five (5) business days of delivery of such Goods. LGC may at its sole and absolute discretion elect to replace or refund the Price to the Customer in respect of such Goods. Any replacement Goods will be dispatched within a reasonable time. If Customer does not contact LGC within the five (5) business day period, the Goods shall be deemed to be accepted and Customer hereby waives all right of revocation; provided, however, that the foregoing shall not affect any warranty rights of the Customer. All Goods must be stored in accordance with LGC's instructions and no claim for any refund or replacement will be payable by LGC unless these instructions have been followed by the Customer at all times.
- 3.3 If LGC fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. LGC shall have no liability for any failure to deliver due to Force Majeure or the Customer's failure to provide LGC with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4. Warranty and Indemnity

- 4.1 LGC hereby warrants that at the time of delivery or performance thereof, all Goods and Services shall be correctly identified, and shall have not been, to the best of LGC's knowledge, tampered with, altered, added to or substituted in any way.
- 4.2 Unless a different express, written warranty is included in Documentation or agreed expressly in writing with the Customer, LGC further warrants that (a) new Instruments shall operate in material conformance with LGC's published specifications in the Documentation, and shall be

free from defects in material and workmanship when subjected to normal, proper and intended usage by properly trained personnel, for a period of one (1) year from the date of installation, or fifteen (15) months from the date of shipment from the LGC facility, whichever is earlier; (b) each Consumable shall conform to LGC's published specifications in its Documentation until the Consumable's expiry date; and (c) Services will be performed with reasonable care and skill.

- 4.3 If any Goods fail to meet the warranty set out in Clause 4.1 or Clause 4.2 above, Customer must notify LGC in writing during the relevant warranty period and as soon as reasonably practicable after discovery of such failure. Customer shall follow LGC's instructions as to any return process, and where so instructed, shall obtain from LGC a return materials authorization number, for return of corresponding Goods to LGC. For any valid warranty claims timely made, LGC shall, at its sole discretion, either replace or repair the defective Goods, or provide Customer with a credit for the Price paid for such defective Goods that have been returned to LGC. The terms of the Contract shall apply to any Goods repaired or replaced by LGC. For any valid claims timely made with respect to any Services, LGC shall, at its sole discretion, either re-perform the Services or refund to Customer the Price charged for such Services. **SUBJECT TO CLAUSE 4.6 BELOW, THE FOREGOING STATES THE TOTAL LIABILITY OF LGC (INCLUDING AFFILIATES OF LGC) FOR ANY BREACH OF WARRANTY HEREUNDER.**
- 4.4 For avoidance of doubt, the warranty rights set out in Clause 4.1 and Clause 4.2 above do not cover any defects or damage resulting from any of the following:
 - a) neglect, carelessness, or misuse of any Goods including without limitation any use which is not in accordance with the Documentation or the Contract, or improper or inadequate handling, storage and maintenance of the Goods;
 - b) manufacture of Goods in accordance with custom specifications provided by the Customer;
 - c) any products of third parties purchased through LGC (such as third party computers and laptops that may be governed by the third party manufacturer's own terms);
 - d) modification, servicing or repair of an Instrument other than by LGC or a party authorized by LGC;
 - e) installation of any software or hardware, or use of Goods in combination with software or products that LGC did not supply or authorize;
 - f) any external sources, including without limitation any electrical surges, incorrect voltages, incorrect water supply or any damage caused by computer viruses or hackers;
 - g) transportation or relocation of an Instrument by any party not authorized by LGC; or
 - h) any events, circumstances or causes beyond LGC's reasonable control, including without limitation any acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, tornado, earthquake, hurricane, lightning.
- 4.5 EXCEPT WHERE EXPRESSLY STATED IN THIS CLAUSE 4 AND EXCEPT WHERE A DEFECT HAS BEEN FRAUDULENTLY CONCEALED, ALL GOODS, SERVICES AND ANY OTHER ITEMS DELIVERED UNDER THE CONTRACT ARE PROVIDED ON AN "AS IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, USAGE OR TRADE, AS TO THE GOODS, SERVICES OR ANY OTHER ITEMS DELIVERED UNDER THE CONTRACT ARE HEREBY EXPRESSLY DISCLAIMED AS FAR AS PERMISSIBLE UNDER APPLICABLE LAW.
- 4.6 Nothing in this Contract shall limit or exclude LGC's liability for: (i) death or personal injury, (ii) damages caused intentionally or as a result of gross negligence by LGC, its employees, agents or subcontractors; (iii) fraud or fraudulent misrepresentation; (iv) defective products under the German Product Liability Act; or (v) damages caused by a breach of an essential contractual obligation, i.e. an obligation which is essential for the proper performance of the Contract and on the fulfillment of which the Customer may generally rely.
- 4.7 LGC's liability for all other damages not covered by clause 4.6 is excluded. Subject to clause 4.6, LGC shall in particular not be liable to the Customer, whether in contract, for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.
- 4.8 Other than as arising from a breach of the Contract or a statutory provision by LGC, Customer shall: (a) fully indemnify LGC and LGC's Personnel against any loss, damage or injury (including injury resulting in death) to property or persons sustained by: (i) LGC and LGC's Personnel, (ii) the Customer and Customer's Personnel, and (iii) any third party, where such loss, damage or injury is arising from or in connection with LGC's use of the Customer Materials, the failure of Customer to comply with the Contract or any applicable statutory provision; and (b) fully indemnify LGC against all damages, costs, expenses (including statutory legal fees) and losses suffered or incurred by LGC as a result of, or in connection with any third party claim brought against LGC arising from or in connection with death, injury, damage or loss occasioned by the Customer's or a third party's use of the Goods or Services, including without limitation any use of Goods in breach of the Contract (including without limitation any use other than as required in accordance with Clause 11), any Report or other information or advice of LGC.

5. Health and Safety

- 5.1 The Customer shall ensure that any Customer's Personnel while present on LGC's premises shall comply at all times with all health and safety measures, procedures and protocols required by LGC and with such other directions regarding safe working as LGC may direct. LGC reserves the right at its absolute discretion to refuse to admit to or remove from its premises any of the Customer's Personnel.
- 5.2 If LGC's Personnel are required to be present on Customer's premises, Customer shall ensure such premises are safe, and shall advise LGC in advance of any health and safety measures, procedures or protocols in place on Customer's premises.

6. Customer Materials

- 6.1 The Customer shall promptly supply to LGC any Customer Materials required to fulfill an Order, and shall ensure that the Customer Materials have been tested or inspected, are in good order, and are suitable for use by LGC to fulfill the Order. The Customer shall arrange at its own expense and risk the delivery of the Customer Materials to LGC, and ensure that any hazardous materials are clearly marked, and that LGC is made aware in writing of the nature of any hazard before delivery to, or collection by, LGC. The Customer hereby acknowledges that its failure in providing the Customer Materials promptly may delay the supply of the Goods or Services.
- 6.2 Subject to Clause 6.3, LGC shall use the Customer Materials solely for the purposes of supplying the Goods and Services, or as otherwise permitted by the Customer.
- 6.3 Where applicable, the Customer may direct that LGC store, destroy, or re-deliver to the Customer the Customer Materials (or such part remaining) after the supply of the Goods and Services has been completed, such storage, destruction or re-delivery to be at the Customer's own cost. If no direction is received within three (3) months of completion of the supply of Goods and Services, LGC shall be entitled to store, destroy or re-deliver such Customer Materials and to charge the Customer reasonable costs for the same at its discretion.
- 6.4 Customer shall ensure that it has all necessary appropriate consents in place to enable lawful transfer of Customer Materials to LGC. Customer shall not disclose or provide to LGC any

information that may disclose or identify any individual that maybe the subject of any Customer Materials, and shall comply with all legal, regulatory and contractual obligations with respect to the protection of the privacy of any individual that maybe the subject of any Customer Materials provided to LGC.

7. Risk and Title

7.1 Unless otherwise expressly stated in the Quotation or agreed in writing by LGC, Goods are sold *CPT (Incoterms® 2010)* named place of destination set forth in the Quotation or order confirmation. Risk in the Goods shall pass to the Customer when Goods are delivered to the first carrier. However, title shall remain with LGC and shall not pass to the Customer until payment in full (in cash or cleared funds) has been received by LGC. Any applicable freight charges to the port of destination will be prepaid by LGC and added as a separate line item in the invoice.

7.2 Until such time as title in the Goods has passed to the Customer:

- a) LGC shall have absolute authority to re-take, sell or otherwise deal with any of the Goods which have not yet been used by the Customer;
- b) LGC shall be reasonably entitled to require the Customer to either: (i) return the Goods to LGC at the Customer's own cost; or (ii) reimburse LGC for the cost of providing the Goods;
- c) The Customer shall: (i) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as LGC's property; (ii) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and (iii) maintain the Goods in satisfactory condition.

8. Price

8.1 Unless expressly stated in writing otherwise by LGC, all Prices are exclusive of: (a) any taxes (including VAT); and (b) delivery, postage, packing, storage fees and any import and export duties, rates, license fees or other related charges that are applicable from time to time which shall be charged in addition. LGC reserves the right to amend the Prices to take account of any variations in the Goods and Services as a result of additional information from or a request in writing by the Customer, or any modification of a Quotation.

9. Payment

9.1 Unless otherwise specified in the Quotation or agreed in writing between LGC and the Customer, payment shall be made by the Customer in the currency specified on the invoice within thirty (30) days of the date thereof, without any deduction or offset. LGC shall be entitled to payment for all installments of Goods and Services supplied to the Customer, whether under a blanket Order or otherwise.

9.2 LGC reserves the right to charge Customer, in addition to Prices payable hereunder, any costs reasonably incurred by LGC (including without limitation, statutory legal costs and fees of debt collection agencies) in recovering any amounts due to LGC from the Customer pursuant to the Contract for the payment of which Customer is in default.

9.3 LGC may, without limiting any other rights or remedies, setoff any amount owing to it by the Customer against any amount payable by LGC to the Customer (under the Contract, under any other agreement between the parties or under statutory obligation).

9.4 If the Customer fails to pay LGC any sum due pursuant to the Contract for which the Customer is in payment default then, without limiting any other right or remedy available to LGC:

- a) LGC may without liability suspend any further deliveries to the Customer or terminate the Contract in accordance with Clause 14; and
- b) LGC may immediately demand payment of any other invoices issued but not yet due.

10. Intellectual Property

10.1 As between LGC and Customer, except as otherwise expressly agreed in writing by the parties:

- a) all Intellectual Property Rights relating to the Goods and Services, or arising as a result of LGC providing the Goods and Services, including any modifications or improvements of such Intellectual Property Rights, are the exclusive property of, or licensed to LGC;
- b) notwithstanding the foregoing, Customer shall be the exclusive owner of: (i) the Customer Materials; and (ii) any results and reports generated by LGC as a direct result of use of the Customer Materials.

10.2 Customer shall not, by virtue of any work performed under the Contract, obtain any license or other rights in any methods, materials, equipment and related Intellectual Property Rights owned or controlled by LGC (or modifications or improvements thereof) used to manufacture or supply the Goods and Services.

10.3 Notwithstanding the foregoing Clause 10.1, Customer understands and agrees that, unless LGC otherwise expressly agrees in writing, Services are provided on a non-exclusive basis and LGC reserves the right to perform similar or identical Services for a third party.

10.4 LGC agrees to defend, indemnify and hold harmless Customer, its officers, directors, agents and employees, against and with respect to all third-party claims, lawsuits, liabilities, losses, costs and expenses, including statutory attorney's fees, brought against, suffered or incurred by Customer alleging that any non-custom Goods purchased by Customer directly infringe any patent that has been issued as of the date of the Contract, any copyright or any trademark, or misappropriate the trade secrets of any third party. Customer hereby agrees to defend, indemnify and hold harmless LGC, its officers, directors, agents and employees from and against any third-party claims, lawsuits, liabilities, losses, costs and expenses, including statutory attorney's fees, brought against, suffered or incurred by LGC alleging that any acts or omissions of Customer, including without limitation any use or misuse of the Goods, Customer Materials, or Services by Customer: (a) have caused injury to any persons or property; (b) have violated any applicable law, including without limitation with respect to export, safety and health; or (c) have, subject to LGC's obligations set forth immediately above, infringed upon the intellectual property rights of any third party.

11. Restrictions on Use

11.1 Unless otherwise expressly stated in writing by LGC, Customer acknowledges and understands that Goods are labelled "For Research Use Only" and Services are provided for Customer's internal research use only. Customer should not use any Goods or Services for clinical or diagnostic procedures.

11.2 Unless otherwise expressly stated in writing by LGC, no license or other rights to use the Goods or Services for commercial applications (including without limitation in commercial services) are granted to the Customer expressly, by implication or by estoppel. Separate licenses maybe available for purchase with respect to commercial applications.

11.3 Customer shall be solely responsible for ensuring that any Goods and Services supplied by LGC are used in compliance with all applicable laws and regulations, and to obtain any necessary approvals and Intellectual Property Rights required for the Customer's particular use.

11.4 The Customer shall not use LGC's name in any way to imply endorsement or otherwise by LGC of the Customer Materials, or of any process, information, advice, product or service provided, marketed or sold by the Customer.

12. Confidentiality

12.1 Both parties shall use reasonable endeavors to keep confidential for a period of five (5) years from the acceptance date of the corresponding Goods or Services any confidential information (oral or written) provided or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, which was independently developed, or which is required to be disclosed in order to comply with any applicable law, regulation, or court order.

13. Cancellation

13.1 The parties understand and agree that Orders may not be cancelled or postponed once accepted by LGC. Further, the parties understand and agree that the Contract may not be terminated other than as provided in Clause 14 or Clause 15. Any purported cancellation or postponement of an Order or purported termination of the Contract other than as provided in Clause 14 or Clause 15 shall be a breach of the Contract.

14. Termination

14.1 Either party may terminate the Contract upon notice for the material breach of the other party where such breach has not been cured after thirty (30) days' written notice to the breaching party.

14.2 Each party also has the right to terminate the Contract immediately by notice in writing if the other party: (a) has admitted in writing that it is unable to pay its debts; or (b) is subject to a receiver or other third party being appointed over or taking or attempting to take possession of any the party's assets. LGC may also terminate the Contract without penalty where it determines that feasibility reasons prevent or are likely to prevent the performance of the Services.

14.3 The termination of the Contract shall be without prejudice to the rights and duties of either party accrued prior to termination. The provisions of Clause 1, Clause 4, Clause 9, Clause 10, Clause 11, Clause 12, Clause 14.3 and Clause 17 shall survive any expiration or termination of the Contract. The Customer shall pay the Price in respect of any Goods or Services (or part thereof) supplied prior to expiration or termination of the Contract, regardless of the reason for termination.

15. Force Majeure

15.1 Neither party shall be responsible for delays or failures to perform their respective duties and obligations hereunder, or under any Order delivered pursuant to the terms hereof, when those delays or failures result from reasons beyond its reasonable control, including but not limited to acts of God, failures of supply of raw materials, earthquakes, terrorism, war or other catastrophic economic or natural events or any other act beyond either party's reasonable control (each incident, a "Force Majeure"). Each party shall promptly notify the other party of the occurrence of and termination of any Force Majeure. Each party shall make commercially reasonable efforts to comply with the terms of the Contract during the pendency of and as soon as reasonably possible after the removal of such Force Majeure, and the time for performance of any affected Order shall be extended for a period equal to the duration of such Force Majeure; provided, however, that where the Force Majeure has continued for six (6) months, either party may terminate the Contract immediately upon written notice. Notwithstanding the foregoing, the Customer shall remain liable to pay for all Goods and Services supplied prior to the date of such termination.

16. Legal and Regulatory Compliance

16.1 The Customer and LGC will comply with all applicable laws, statutes, regulations, directives, and codes of practice in force from time to time, including without limitation any applicable laws relating to data protection, anti-bribery or export control.

16.2 Without limitation to the foregoing, the Customer agrees and undertakes that:

- a) it shall not, and shall require that its employees and Affiliates shall not, take any action in furtherance of an unlawful order, promise or payment, in violation of any anti-bribery legislation, regulations, codes or sanctions, including but not limited to the United Kingdom's Bribery Act 2010 and the United States Foreign Corrupt Practices Act ("Anti-Bribery Requirements"), nor take any action that would cause either itself or any other party (including LGC) to be in violation of any Anti-Bribery Requirements;
- b) it shall not, directly or indirectly, export, re-export, sell, or otherwise dispose of any Goods to any destination, entity or person, if that would violate any applicable laws in Germany, the UK, the EU, the US, or local territory in which Customer or LGC operate; and
- c) where applicable, it shall obtain any necessary import licenses, certificates or other documents and approval needed, including paying any customs duties and taxes due on importing the Goods.

17. General

17.1 The Customer shall not assign the Contract or any part thereof without the written consent of LGC. LGC may assign the Contract or any part thereof to any Affiliates of LGC or its successors. LGC shall be entitled to sub-contract any part of the Services to be provided hereunder.

17.2 Each right or remedy of LGC under the Contract is without prejudice to any other right or remedy of LGC whether under the Contract or not.

17.3 If any provision of the Contract shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Contract but the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected.

17.4 LGC reserves the right to announce publicly that it is providing Goods or Services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld or delayed.

17.5 Any waiver by LGC of any breach of, or any default under, any provision of any Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms or conditions of the Contract.

17.6 No term or condition of the Contract is enforceable by any person who is not a party to the Contract.

17.7 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 German law. Each party irrevocably agrees that the courts of Berlin 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.