

## General Terms & Conditions of Sale for Products

### 1. Area of Application

1.1 All Orders accepted by Eurofins Pharma Discovery Services UK Limited or any of its subsidiaries or affiliates (collectively, "ES") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing. By ordering any of ES's products or services from ES's website, a customer accepts that the order is bound by these Terms and Conditions.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the President, Managing Director or Site Head of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the President, Managing Director or Site Head of ES.

### 2. Placement of Order

2.1 A customer's order will be valid only if it is sent in accordance with clause 2.1.2 below or by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made.

2.1.2 A customer who has registered on ES's website may place an order online. A customer's order constitutes an offer to ES to purchase products and services. All orders are subject to acceptance by ES, and ES will confirm such acceptance to the customer by sending the customer an email that expressly confirms that products or results have been despatched or are available for access via the website (Dispatch Confirmation). A contract between ES and a customer will only be formed when ES sends the Dispatch Confirmation. ES shall not be obliged to supply any other products and services which may have been part of an order until dispatch of such products and services has been confirmed in a separate Dispatch Confirmation.

2.2 Unless specifically accepted in writing and signed by the President, Managing Director or Site Head of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders which have been agreed by ES in accordance with these Terms and Conditions, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 A request for additional products will be treated as a new order.

### 3. Price and Terms of Payment

3.1 Prices shall be stipulated "Free Carrier" (FCA) (Incoterms 2000). All additional costs or expenditure (e.g. such costs and expenditure as may be incurred by ES in connection with the contract; in particular costs of shipping) shall be borne by the customer unless otherwise agreed.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised in writing within 30 days of the invoice date. Any invoice which remains outstanding after due date, may be additionally charged with an administration fee of twenty five pounds sterling (£25) in respect of ES' costs in dealing with such outstanding payment, and also may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 ES has the right to charge an administrative fee of up to twenty five pounds sterling (£25) to re-issue an invoice.

3.5 The payment method is cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details where relevant.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

### 4. Delivery Dates, Turnaround Time

4.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

4.2 ES reserves the right to make delivery in instalments, all such instalments to be separately invoiced and paid for when due per invoice. Title and risk of loss or damage to products shall pass to the Customer upon ES's making delivery to a carrier in good condition, consigned to a customer, or as a customer may direct. Representations as to delivery dates are approximate only. Partial delivery of products under these Terms and Conditions shall be permitted unless the parties expressly agree that partial delivery will not be accepted.

4.3 Upon receipt of products shipped under these Terms and Conditions a customer shall inspect the products and notify ES of any claims for shortages or damages. If a customer fails to notify ES within three (3) working days of receipt of the products, the products shall conclusively be deemed to conform to these Terms and Conditions. Authorization for all returns of products must be approved by ES prior to the return of products. A restocking charge of twenty-five (25) per cent or twenty five pounds sterling (£25) (whichever is greater) shall be charged on returns that are not the result of any error or fault of ES. Products may not be returned for credit after twenty (20) days after receipt of products.

4.4 Where products are required to be shipped the choice of transport company and means of transport shall the responsibility of ES. The risk shall be transferred to the customer with shipment. Where shipment or delivery is delayed for reasons which are the customer's responsibility, risk shall be transferred by notice of shipment or readiness for transfer respectively. The costs arising from the same (in particular storage costs) shall be for the account of the customer. ES shall not be obliged to insure or have anyone else insure the shipment against damage during transport unless it has undertaken such obligation towards the customer in writing. 6.6 If a customer finds after experiments have been carried out that the products are defective, the customer shall notify ES within three (3) months of receipt of the products. Where ES agrees that a Product is defective ES may at its discretion provide the customer with a replacement Product free of charge.

4.5 At its discretion, ES may issue a product credit or refund for the Product value. Any Product credit not be used within six (6) months of the date of its issue shall expire.

### 5. Transfer of Property

5.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

5.2 The purchase of products only conveys to a customer the non-transferable right for the customer only to use the quantity of products and components of products purchased in compliance with the applicable intended use statement or on the label or other documentation accompanying the products.

### 6. Limited Warranties and Responsibilities

6.1 Unless explicitly agreed in writing by all parties, the contractual relationship shall be between exclusively the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

6.2 Where ES supplies any products, equipment and software to the customer, the customer shall use such products, equipment and software in accordance with the applicable licence terms, instructions and manuals.

### 7. Limitation of Liability

7.1 Except to the extent that such limitations are not permitted or void under applicable law and subject at all times to clause 9.2: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's breach of its obligations under these Terms and Conditions in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' aggregate liability per claim in respect of all or any claims in relation to an order, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the

lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's breach of its obligations under these Terms and Conditions in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to fifty thousand pounds sterling (£50,000).

7.2 The ES Indemnifying Parties shall not be liable for any of the following: (i) loss of business profits; or (ii) depletion of goodwill or other similar losses; or (iii) loss of business opportunities; or (iv) loss of contracts; or (v) loss of revenue; or (vi) loss of anticipated savings; or (vii) loss of or damage to data; or (viii) for any special indirect or consequential losses, costs, charges expenses or damages incurred by the customer or by any third party. However, the ES Indemnifying Parties only exclude and limit their liability as permitted by applicable law. The ES Indemnifying Parties do not exclude or limit their liability for death or personal injury caused by their negligence, for their fraudulent misrepresentation or for breach of implied terms under any applicable statute regarding ES' right to transfer good title (subject at all times to clause 7).

7.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

7.4 Unless otherwise expressly indicated the products are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial uses, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or consumption by or use in connection with or administration or application to humans and animals. The customer warrants to ES that should they use or sell the products for any use other than research, they shall conduct all necessary tests and comply with all applicable regulatory requirements.

### 8. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

### 9. Disclaimer and Miscellaneous

**9.1 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, ALL CONDITIONS, WARRANTIES AND OTHER TERMS (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

9.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

9.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

9.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

9.5 Except as expressly set out in these Terms and Conditions, a person who is not a party to this contract shall not have any rights under or in connection with it.

### 10. Governing Law/Jurisdiction

10.1 The construction, validity and performance of these Terms and Conditions and any contract which incorporates these Terms and Conditions shall be governed by the laws and the commercial courts of England which shall have exclusive jurisdiction.