

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

The Customer's attention is in particular drawn to the provisions of Condition 10.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Condition apply in these Conditions:
Conditions: the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed by the Company and the Customer in writing;
Completion: substantial completion of the Services;
Company: GATC Biotech Ltd;
Contract: any contract between the Company and the Customer for the provision of the Services;
Customer: the person, firm or company who purchases the Services from the Company;
Customer Materials: any biological or chemical samples or material in respect of which the Company is to provide the Services;
Intellectual Property Rights: patents, copyright, registered and unregistered design rights, trade marks, service marks and all other intellectual or industrial property rights whatsoever;
Products: any goods or materials to be provided by the Company as part of or incidental to the provision of the Services;
Services: the services to be provided by the Company pursuant to the Contract including the provision of any Products.
- 1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.2 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.3 Each order or acceptance of a quotation for Services by the Customer from the Company shall be deemed to be an offer by the Customer to buy Services subject to these Conditions.
- 2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written order confirmation is issued by the Company or (if earlier) the Company completes the provision of the Services to the Customer.
- 2.5 The Company reserves the right to alter any quotations for Services provided to the Customer at any time prior to the issue of the written order confirmation in any way it sees fit.
- 2.6 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an order confirmation to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

- 3.1 Subject to Condition 3.2, the description of the Services shall be as set out in the Company's order confirmation.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and shall not form part of the Contract.

4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer shall supply to the Company any Customer Material in respect of which the Services are to be performed and shall be responsible for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 4.2 Where in the opinion of the Company the Customer Material is for whatever reason insufficient or unsuitable for the purpose of enabling the Company to perform the Services it shall advise the Customer

- accordingly and the Customer shall submit further and/or suitable Customer Material promptly at its expense.
- 4.3 Customer Material is at the risk of the Customer until received by the Company at its premises in the United Kingdom or Germany (as the case may be).
- 4.4 The Customer shall comply with all applicable laws in relation to the transportation and packaging of any Customer Material supplied to the Company.
- 4.5 The Customer shall in relation to its use of the Services, any Products and any results, information, data and/or analysis provided as part of the Services comply with all applicable laws and obtain any consents from any body or authority which may be required.
- 4.6 If requested in writing the Company shall (at the expense and risk of the Customer) return Customer Material to the Customer. The Company shall not otherwise be obliged to return any Customer Material to the Customer.
5. DELIVERY & PERFORMANCE
- 5.1 Unless otherwise agreed in writing between the parties, the Services shall be delivered in the manner that the Company in its sole discretion shall consider appropriate.
- 5.2 Any dates specified by the Company for the provision of the Services are intended to be an estimate and time for performance of the Services and/or delivery of any results shall not be made of the essence by notice. If no dates are so specified, the Services shall be performed within a reasonable time.
- 5.3 Where it considers it appropriate the Company may provide the Services in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.4 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
6. RISK/TITLE
- 6.1 Products are at the risk of the Customer from the time of delivery.
- 6.2 Ownership of Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.2.1 the relevant Services; and
- 6.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 6.3 Until ownership of any Products has passed to the Customer, the Customer shall:
- 6.3.1 hold the Products on a fiduciary basis as the Company's bailee;
- 6.3.2 store the Products (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 6.3.4 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 6.4 The Company shall be entitled to recover payment for Services notwithstanding that ownership of any Products may not have passed from the Company.
- 6.5 On termination of the Contract, howsoever caused, the Company's rights contained in this Condition 6 shall remain in effect.
7. PRICE
- 7.1 Unless otherwise agreed by the Company in writing, the price for the Services shall be the price set out in the Company's order confirmation.
- 7.2 The price for the Services shall be exclusive of any value added tax, shipment and/or packaging costs and all import and export duties, charges or levies all of which amounts the Customer shall pay in addition when it is due to pay for the Services.
8. PAYMENT
- 8.1 Subject to Condition 8.4, payment of the price for the Services is due in pounds sterling within 14 days from the date of the relevant invoice.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.

- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 8.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 If required by the Company in writing all payments payable to the Company under the Contract shall be secured by an irrevocable letter of credit issued by a bank acceptable to the Company. Such letter of credit shall be in a form acceptable to the Company and shall provide that payment shall be made against a certificate issued by the Company confirming that the relevant amounts are due and payable in accordance with the terms of the Contract.
9. QUALITY
- 9.1 The Company warrants that (subject to the other provisions of these Conditions) the Services shall be carried out with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982 but does not warrant that any particular result will be achieved by the Services.
- 9.2 The Company shall not be liable for a breach of the warranty in Condition 9.1 unless the Customer gives written notice of the defective Services to the Company within 7 days of Completion or (where the defect was not apparent on reasonable inspection) from the date when the Customer discovers or ought to have discovered the defect and if the Customer fails to notify the Company accordingly the Company shall have no liability for the defective Services concerned.
- 9.3 The Company shall not be liable for a breach of the warranty in Condition 9.1 if the Services are defective by reason of any unsuitability or insufficiency of or any defect in any Customer Materials.
- 9.4 Subject to Conditions 9.2 and 9.3, if any of the Services do not conform with the warranty in Condition 9.1 the Company shall (at its option) provide replacement Services to the Customer at no extra cost or refund to the Customer the price of the Services (or a proportion thereof).
- 9.5 If the Company complies with Condition 9.4 it shall have no further liability to the Customer in respect of such Services.
10. LIMITATION OF LIABILITY
- 10.1 Subject to Condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 10.1.1 any breach of these Conditions;
- 10.1.2 any use made by the Customer of the Services, any Products and any results, information, data or analysis provided as part of the Services; and
- 10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (except for section 13 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
- 10.3.1 for death or personal injury caused by the Company's negligence; or
- 10.3.2 for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 10.3.3 for fraud or fraudulent misrepresentation.
- 10.4 Subject to Conditions 10.2 and 10.3:
- 10.4.1 the Company's total 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 the Contract shall be limited to the Contract price; and
- 10.4.2 the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of revenue, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 10.5 The Services and/or any Products, results, information, data and/or analysis provided as part of the Services are intended for use in scientific research only. Accordingly (subject to Condition 10.3) the

- Company shall not be liable for any losses, damages, expenses, costs or liabilities whatsoever which arise from or in connection with any use of the same for any purpose other than scientific research.
- 10.6 The Customer acknowledges that the provisions set out in this Condition 10 are reasonable and reflected in the price payable for the Services which would be higher without these provisions and the Customer agrees to accept such risk and/or insure accordingly.
11. CONFIDENTIALITY
- 11.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company, its employees, agents or sub-contractors and any other confidential information concerning the Customer's business or its products which the Company may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 11.2 This clause 11 shall survive termination of the Contract, however arising.
12. CUSTOMER'S LIABILITY
- 12.1 The Customer shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any use by the Customer of the Services and/or any Products and/or any results, information, data or analysis provided as part of the Services.
13. ASSIGNMENT
- 13.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
14. FORCE MAJEURE
- The Company reserves the right to defer the date of performance of the Services or to cancel the Contract or make changes to the provision of the Services (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company (including but not limited to industrial action) provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.
15. GENERAL
- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 15.7 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
16. INTELLECTUAL PROPERTY RIGHTS
- 16.1 As between the Customer and the Company, all Intellectual Property Rights in the Services and any Products shall be owned by the Company.

17. INSOLVENCY OF CUSTOMER

17.1 This Condition 17 applies if:

- 17.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
- 17.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 17.1.3 the Customer ceases, or threatens to cease, to carry on business; or
- 17.1.4 the Company believes that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.2 If this Condition 17 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further work under the Contract without any liability to the Customer, and if any Services have been provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. NOTICES

18.1 Any notice given under these Conditions shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving notice.

18.2 Notices shall be deemed to have been received:

- 18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 18.2.2 if delivered by hand, on the day of delivery; or
- 18.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

18.3 Nothing in this Condition 18 shall preclude the Company and the Customer from communicating by email provided that any notice given under these Conditions shall not be validly served unless given in accordance with Condition 18.1. For the avoidance of doubt order confirmations issued by the Company may be sent by email.