



Terms and Conditions for Supply of Services

These Conditions apply to and govern the supply of cell line development, assay development, bulk cell production, antibody production, and other cell biology services by SAL Scientific Ltd, a company incorporated in in England and Wales under number 08660648, whose registered office is at Units 1 & 2 Glasshouse Studios, Fryern Court Road, Burgate, Fordingbridge, SP6 1QX, UK.

1. Interpretation

1.1 In these Conditions the following words have the following meanings:

the Conditions

means these terms and conditions;

the Contract

an agreement for the purchase of the Services by the Customer from SAL;

the Customer

means the person, company or organisation ordering the Services from SAL under the Contract;

the Data Results

information and data generated by SAL as part of the Services;

the Project Outputs

means cell lines, antibodies and other biological materials generated by SAL as part of the Services;

an Estimated Completion Date

an estimated date for delivery of the Data Results and Project Outputs as set out in a Project Plan as part of the Contract;

the Fees

the fees specified in the Quotation for the Services;

Intellectual Property Rights

means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights;

SAL

means SAL Scientific Limited;

a Project Plan

a detailed experimental plan agreed in writing between SAL and the Customer specifying the Services to be performed by SAL and referencing the relevant Quotation;

the QC Criteria

quality and quantity criteria of the Samples required for SAL to carry out the Services as set out in a Project Plan

a Quotation

a written quotation issued by SAL specifying the cost of the Services and incorporating these terms by reference;

the Samples

biological and non-biological samples, specimens, test items, formulated materials provided or to be provided by the Customer to SAL for the purposes specified in a Quotation or in the Project Plan;

and the Services

the cell biology services to be supplied by SAL under the Contract as specified in a Project Plan or Quotation.

1.2 Any reference in these conditions to a statute or regulation is to be construed as a reference to that statute or regulation as amended or reenacted from time to time.

1.3 The Interpretation Act 1978 applies to these Conditions as if these Conditions were an enactment.

1.4 The definitions set out in the Data Protection Act 2018 apply to words and expressions with an initial capital letter appearing in condition 9 of these Conditions.

1.5 The headings in these Conditions are for ease of reference only; they do not affect the interpretation or construction of these Conditions.

1.6 Any typographical, clerical or other error or omission in any sales literature, price list, Quotation, acceptance of offer, invoice or other document or information issued by SAL shall be subject to correction without any liability on the part of SAL.

2. Contract Formation

2.1 These Conditions will govern the provision of the Services 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 order, specification or other document) except where any special terms and conditions are included in a Quotation, a Project Plan or agreed in writing by SAL.

2.2 Following a request from a prospective Customer to provide the Services, SAL will usually issue a Quotation to that Customer and agree a Project Plan for those Services with the Customer. That Quotation is open to acceptance by the prospective Customer for 30 days after its date.

2.3 If the Customer accepts the Quotation within that 30-day period, the Contract between the Customer and SAL will be formed for the supply of the Services and that Contract will be subject to these Conditions.

2.4 If the Customer asks SAL to proceed to supply any of the Services listed in a Quotation or in any Project Plan; gives SAL instructions for any Services; or issues any purchase order for any services, the Customer will be deemed to have accepted SAL's Quotation.

2.5 If a prospective Customer does not accept SAL's quotation within that 30-day period, but later purports to accept it, the purported acceptance will be an offer to treat. If a prospective Customer places an order with SAL without SAL first having issued a Quotation, that order will be an offer to treat. In either of those circumstances a contract will only come into existence if and when SAL accepts the Customer's offer. SAL may decline the Customer's offer as SAL sees fit.

2.6 SAL may revise these Conditions at any time by publishing new or revised Conditions on its website. If a Quotation is accepted by the Customer after the new or revised Conditions have been published on SAL's website, those new or revised Conditions will apply to the supply of those services.

2.7 If there is any conflict or inconsistency between these Conditions and any Quotation or Project Plan, the Quotation and Project Plan will prevail. If there is any inconsistency between these Conditions and any content on SAL's website, these Conditions will prevail.

3. Delivery Acceptance and use of the Samples

3.1 The Customer will provide SAL with the Samples and will deliver the Samples to SAL's premises at its own risk and cost.

3.2 The Customer will provide with the Samples all associated information and documentary evidence (including, without limitation, certificates of non-contamination and patient and ethical consents as appropriate) in relation to the Samples as SAL may reasonably require in order to perform the Services.

3.3 The Customer will ensure that all containers, packaging and labelling of the Samples complies with all relevant national and international safety regulations at the time the Samples are delivered to SAL.

3.4 After delivery of the Samples, SAL will carry out quality control checks on the Samples in order to ensure that the quality and quantity of the Samples meet the QC Criteria. If SAL in its sole discretion determines that the quality or quantity of a Sample does not meet the QC Criteria, SAL will notify the Customer of this by email within 14 days after receipt of the Samples by SAL.

3.5 If the Customer does not supply SAL with a Sample that meets the QC Criteria within 30 days after the date of SAL's notification under clause 3.4, SAL will be under no obligation to carry out the Services in respect of that Sample.

3.6 SAL may use the Samples for the purposes of performing the Services, but all right, title and interest in the Samples will at all times remain the sole property of the Customer. SAL will not use the Samples for any purpose except to provide the Services to the Customer and will handle and store the Samples in accordance with any instructions specified by the Customer and agreed by SAL in writing.

3.7 SAL will, at the Customer's option, either destroy or return to the Customer all Samples supplied to SAL once the Services have been completed or on termination of the Contract under condition 11.1 or where SAL is unable to perform the Services in accordance with condition 3.5 or condition 10.3. SAL will maintain records of the use and disposal of the Samples for three months after delivery of the project outputs to the Customer.

3.8 If the Customer wishes SAL to retain a Sample after completion of the Services, the storage of the Sample will be at the Customer's own cost and risk.

4. The Services, Data Results and Project Outputs.

4.1 SAL will use reasonable endeavors to carry out the Services with reasonable skill and care. SAL will

endeavour to complete the Services and to deliver the outputs by any Estimated Completion Date, but any such Estimated Completion Date is an estimate only, and SAL will not be liable for any delay or failure to deliver or perform in accordance with an Estimated Completion Date.

4.2 The Services are provided as scientific research services only and the Customer acknowledges that the Services, Data Results and project outputs are for research use only and are not provided by SAL to the Customer for clinical use (including, without limitation, diagnostic, prognostic or therapeutic use).

4.3 Any delay by the Customer in providing Samples, or in complying with clause 3.2, or in paying any of the Fees to SAL will give SAL the right to delay performance of the Services by a reasonable amount of time taking into account the delay by the Customer and the availability of SAL's facilities.

4.4 Once the Services have been completed SAL will deliver the Data Results and project report to the Customer through or on an accessible electronic medium.

4.5 SAL will store a copy of the Data Results for three months after delivery of the Data Results to the Customer, but will be entitled to destroy its files of the Data Results after that three-month period.

4.6 Upon completion of the Services, SAL will deliver Project Outputs to the address specified by Customer in Customer's order. Delivery of Project Outputs shall be at Customer's cost. Unless otherwise stated, all shipments of Project Outputs shall be made "Delivered At Place" ("DAP" under the Incoterms, 2010). Freight and insurance charges will be prepaid by SAL Scientific, added to the invoice, and are payable by the Customer plus a minimum packing and handling fee per shipment.

4.7 Risk shall pass to the Customer:

4.7.1 where Project Outputs are stored by SAL Scientific upon such Project Outputs being stored;

4.7.2 in all other cases upon delivery or attempted delivery (where Customer refuses delivery).

4.8 Property in the Project Outputs shall not pass to the Customer until all amounts due have been received by SAL Scientific in full.

5. Payment

5.1 The Customer will pay the Fees. Unless otherwise agreed in writing, payment of all invoices will be made by the Customer to SAL in full in Pounds Sterling as invoiced, no later than thirty (30) days from the date of an invoice.

5.2 All prices are exclusive of VAT unless otherwise stated and the Customer will pay any and all tax duties and other government charges payable in respect of the Project Outputs in accordance with UK legislation in force at the tax point and all other taxes and duties payable in connection with the supply of the Services to the Customer and its export and import into any territory.

5.3 In the event of late payment by the Customer SAL will be entitled, without limiting any other rights and remedies it may have:

5.3.1 suspend the Services and/or cancel any of its outstanding obligations under the Contract;

5.3.2 levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of 3% per month on all unpaid accounts; and

5.3.3 to charge interest on any outstanding amount accruing from time to time at the rate of 8% per annum above the base rate from time to time of HSBC Bank plc or the amount prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is greater) from the due date until the outstanding amount is paid in full.

5.4 The Customer will have no right to set off any amounts owing to it by SAL against unpaid invoices due to SAL.

5.5 SAL shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the Customer cash on or before delivery or security for payment and to withhold delivery until such requirement is complied with.

5.6 Any claim or query by the Customer in respect of the invoiced price of the Services must be notified to SAL by the Customer within the period referred to in condition 5.1.

6. Intellectual Property Rights

6.1 Nothing in these Conditions grants the Customer any licence to or any other rights under any Intellectual Property Rights of or used by SAL existing at the date of the Contract other than those rights specifically set out in this clause 6.

6.2 The Intellectual Property Rights in the Data Results will be the property of the Customer and SAL will assign to the Customer all Intellectual Property Rights in the Data Results. At the request and cost of the Customer SAL will execute documents and take all necessary actions to assign to the Customer the Intellectual Property Rights in the Data Results.

6.3 Subject to Condition 6.2, the Customer will have no interest in any Intellectual Property Rights of or used by SAL relating to methods of generating cell lines, cloning cell lines, optimising cell growth conditions, bulk production and cryopreservation of cell lines, methods of experimental design (such as sample preparation), assay development and optimisation.

7. Warranties and Indemnities

7.1 The Customer warrants that:

7.1.1 it has obtained all patient and/or ethical consents in respect of the Samples necessary to allow the Customer to submit the Samples to SAL and for SAL to comply with its obligations under the Contract;

7.1.2 that SAL's possession or use of the Samples to provide the Services or its holding of the Data Results in accordance with the Contract complies with all applicable laws and regulations and will not infringe the Intellectual Property Rights of any third party; and

7.1.3 it has provided SAL with all necessary information concerning the safe handling and storage of the Samples.

7.2 The Customer will indemnify SAL and SAL's Affiliates from and against any and all actions, claims, damages, losses and expenses (including, without limitation, legal and other costs and expenses) incurred by SAL and SAL Affiliates as a result of or in connection with the Customer's breach of the warranty set out in clause 7.1.

7.3 The Customer warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing, or in any other form) except those expressly made part of the Contract. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by SAL fraudulently) which is not specifically set out in the Contract as a warranty.

7.4 The Customer acknowledges and agrees that the Services are scientific services and accordingly specific results or outcomes are not guaranteed or warranted.

7.5 The Data Results and project outputs are supplied without any express or implied warranties, conditions or representations and all warranties, conditions, terms, undertakings and obligations on the part of SAL implied by statute, common law, custom, trade usage, course of dealing or in any other way are, to the extent permitted by law, excluded.

7.6 SAL makes no representations and gives no warranty that the use of the Data Results or the exercise

of any other rights licensed under this Agreement will not infringe any Intellectual Property Rights or other rights of any third party.

8. Limitation of Liability

8.1 Nothing in these Conditions limits SAL's liability for fraud, or death, or personal injury arising as a result of SAL's negligence or any other liability which may not, by law, be excluded.

8.2 Subject to clause 8.1, the maximum liability of SAL under or in connection with the Services whether caused by the negligence of SAL, its servants, agents sub-contractors or otherwise will not exceed the amounts which have been paid or which have become payable by the Customer. In the event of an error by SAL in providing the Services which renders the Data Results and outputs unusable by the Customer, the Customer's only remedy will be either:

8.2.1 the return of the amounts which have been paid to SAL by the Customer under the Contract; or

8.2.2 to require SAL to repeat the whole or part of the Services at SAL's own cost

8.3 Subject to clause 8.1, the Customer accepts the risk of using the Data Results and project outputs and SAL will have no responsibility or liability for any use which may be made of the Data Results or project outputs by the Customer or any other person or for any loss arising from that use, whether caused by the negligence of SAL, its servants, agents, sub-contractors or otherwise.

8.4 Subject to clause 8.1, SAL will not be liable to the Customer for any of the following: loss of profit, loss of revenue, loss of savings, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect loss, damage, costs, expenses and other claims (whether caused by the negligence of SAL, its servants, agents sub-contractors or otherwise) which arise out of or in connection with the Services or the Contract.

9. Confidentiality and Data Protection

9.1 Subject to the remaining provisions of this Condition 9, neither party will use (except for exercising its rights and performing its obligations under the Contract), will keep confidential and not divulge to any third party any and all confidential information of the other party (whether oral, written or recorded or disclosed in any other form, and whether disclosed on, before or after the date of the Contract) concerning any of the following: the business, affairs, plans, technology, know-how, products and services of the other party and, in particular, any samples, information and material disclosed to them by the other party for purposes of the Contract without the other party's prior written consent.

9.2 For the purposes of this Condition 9, the Data Results are confidential information of the Customer disclosed to SAL. SAL will keep confidential and not divulge to any third party the Data Results and may not publish or otherwise disseminate the Data Results without the prior written consent of the Customer.

9.3 The restriction contained in Condition 9.1 will not apply to any information which:

9.3.1 was already in the receiving party's possession or at its free disposal before its disclosure by the disclosing party;

9.3.2 is disclosed after the date of the Contract to the receiving party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing party;

9.3.3 is or becomes generally known anywhere in the world through no act or default on the part of the receiving party; or

9.3.4 is independently developed or discovered by the receiving party's personnel without use of or reliance upon information provided by the disclosing party.

9.4 Nothing in this Condition 9 will prevent either party from making any disclosure required by law, or by the order of any court of competent jurisdiction or any regulatory authority.

9.5 If SAL processes any Personal Data on the Customer's behalf when providing the Services, the parties intend that the Customer will be the Data Controller and SAL will be a Data Processor in relation to those Personal Data and agree that:

9.5.1 the Customer will ensure that it is entitled to transfer those Personal Data to SAL so that SAL may lawfully use, process and transfer those Personal Data in accordance with the Contract on the Customer's behalf;

9.5.2 the Customer will ensure that all Data Subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by the Data Protection Act 2018;

9.5.3 SAL will process those Personal Data only in accordance with the Contract and any lawful and reasonable instructions given by the Customer from time to time; and

9.5.4 SAL will take appropriate technical and organisational measures against unauthorised or unlawful processing of those Personal Data or their accidental loss, destruction or damage, having regard to the state of technological development, the cost of implementing any measures, the harm which might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the data to be protected.

10. Force Majeure

10.1 SAL will not be liable for any failure to fulfill the Contract or any term or condition of the Contract if fulfillment has been delayed, hindered or prevented by circumstances beyond its reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, war, hostilities, riot, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute ("a Force Majeure Event").

10.2 SAL will promptly notify the Customer if a Force Majeure Event arises and during the period in which SAL is prevented from performing the Contract the Customer will be entitled after giving SAL written notice of its intention to do so to purchase services elsewhere at its own cost and risk and SAL shall not be obliged to make up deficiencies which arise as a result.

10.3 If a Force Majeure Event exceeds one month SAL may cancel the Contract without liability.

11. Termination

11.1 Either party may terminate the Contract immediately by written notice to the other if the other party:

11.1.1 commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy that breach within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

11.1.2 has a receiver, administrative receiver or administrator appointed over all or any of its assets or undertaking or, except for the purposes of a solvent amalgamation or reconstruction, enters into liquidation, enters into any composition or arrangement with or for the benefit of its creditors or enters into any similar or analogous arrangement existing under the law of any country or ceases to carry on business.

11.2 The termination of the Contract, by either party in accordance with this clause 11 will be without prejudice to any other rights or remedies of that party accrued prior to termination.

11.3 On termination of the Contract for any reason the Customer will immediately pay to SAL any Fees or

other amounts due under the Contract.

11.4 Clauses 1, 3.7, 4.4, 5.4, 6.2, 6.3, 7, 8, 9, 11.2, 11.3, 11.4 and 12 will survive the expiry or termination of this Agreement and will continue indefinitely.

12. General

12.1 No Partnership etc. - Nothing in these Conditions creates, implies or evidences any partnership or joint venture between SAL and the Customer, or the relationship between them of principal and agent.

12.2 Third Party Rights - No third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.3 Assignment and Subcontracting - The Customer may not assign or otherwise deal with the Contract or any part of it without obtaining the prior written consent of SAL. SAL may perform any of its obligations or exercise any of its rights under the Contract by itself. SAL may also assign or transfer the Contract or any part of it to any other person.

12.4 Severability - If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.5 Notices - Any notice permitted or required under the Contract will be in writing and will be sent to the contact address, or e-mail address of the other party set out in the Quotation or any other address or e-mail address which that party may designate by notice given to the other party in accordance with this condition 12. Any notice may be delivered personally, or by first class pre-paid letter or by e-mail and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; and if by e-mail, on that e-mail being accessible by the intended recipient.

12.6 Waiver - No waiver or delay by SAL in enforcing its rights will prejudice or restrict those rights and no waiver of any right will operate as a waiver of any later right or breach.

12.7 Governing Law and Jurisdiction - The Contract shall be governed and construed in accordance with the laws of England. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.

Revision date: 6th June 2018