

## 1. Terms and Conditions for the Supply of Goods and Services

### 1.1. DEFINED TERMS AND INTERPRETATION

The definitions and interpretation provisions set out in the Appendix shall apply in these Conditions ("Conditions").

### 1.2. BASIS OF CONTRACT FOR SERVICES AND/OR GOODS

1.2.1. Any quote provided by the Supplier ("**Quote**") in relation to Services and/or Goods required by the Customer containing the price of the Services and/or Goods, the estimated timeline and the Deliverables shall be given by the Supplier on the basis that it shall not constitute an offer nor any binding commitment and is only valid for a period of 30 days from its date of issue.

1.2.2. A Customer requiring Services and/or Goods shall place an Order which shall constitute an offer by the Customer to purchase Services and/or Deliverables and/or Goods (as the case may be) on the terms set out in the Quote in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Services Specification are complete and accurate. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of Services and/or Deliverables and/or Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

1.2.3. The Order shall only be accepted when the Supplier confirms acceptance in writing in its discretion of the Services and/or Goods (to include confirmation of Specification) ("**Confirmation of Order**") at which point, and on which date a legally binding Contract comes into existence ("**Commencement Date**"). The Supplier may decline any Order in its discretion. Dates specified in the Order are estimates only. The Supplier shall use all reasonable endeavours to meet such dates, but time shall not be of the essence.

1.2.4. The Contract for Services and/or Goods constitutes the entire agreement between the parties and no other statement, promise, representation, assurance or warranty is made or given by or on behalf of the Supplier. Specifically, the Supplier gives no actual or implied warranty or promise of any kind whatsoever regarding the suitability or applicability of the Services and/or the Deliverables and/or Goods supplied under the Contract for any purpose all of which are excluded to the maximum extent permitted by law.

1.2.5. These Conditions apply to each Contract for Services (including Deliverables) and/or Goods to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2.6. Each Contract for Services and/or Goods is non-exclusive. The Supplier may enter into agreements for the supply of similar services and provide and supply similar Deliverables and Goods to third parties.

1.2.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### 1.3. SERVICES AND DELIVERABLES

1.3.1. The Supplier shall supply the Services and the Deliverables in accordance with the relevant Service Specification in all material respects.

- 1.3.2. The Supplier reserves the right to amend the Service Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 1.3.3. The Services and Deliverables will be provided using reasonable care and skill.
- 1.3.4. To the extent that the Services include research services, the outcomes of research cannot be guaranteed and failure to achieve the desired outcome is not a breach of Contract.

## 1.4. OBLIGATIONS OF THE CUSTOMER

### 1.4.1. The Customer shall:

- 1.4.1.1. provide complete and accurate information in the Order and ensure that any information that it provides in respect of the Service Specification for Deliverables and/or Services and/or the Goods Specification for Goods is complete and accurate;
- 1.4.1.2. ensure that the Customer Materials have all necessary licenses and permissions and are fit for purpose and of good and appropriate quality and provided in such quantities and at such times as required to ensure that the Services can be provided in accordance with the Contract; specifically this will include, without limitation, such licenses and permissions to allow the Supplier to use the Customer Materials to provide the Services;
- 1.4.1.3. co-operate with the Supplier in all matters relating to the Services;
- 1.4.1.4. provide the Supplier and other members of the Supplier's Group and their employees, agents, consultants and subcontractors, with access to the premises and other facilities and employees of the Customer as reasonably required by the Supplier;
- 1.4.1.5. provide accurate and complete information and materials as the Supplier may reasonably require to supply the Services;
- 1.4.1.6. if Services are to be supplied at the Customer's premises, to prepare the Customer's premises for the supply of the Services;
- 1.4.1.7. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 1.4.1.8. keep and maintain all materials, equipment, documents and other property of the Supplier or any member of the Supplier's Group ("**Supplier Materials**") in its possession in safe custody, in good condition, at its own risk;
- 1.4.1.9. not dispose of or use the Supplier Materials other than as expressly authorised in writing to the Supplier;
- 1.4.1.10. make the Supplier aware of any relevant health and/or safety legislated requirements, licenses for handling and/or storage of materials etc. prior to commencement of Services activities;
- 1.4.1.11. comply with all applicable laws, including health and safety laws; and

- 1.4.1.12. comply with any additional obligations as set out in the Service Specification.
        - 1.4.2. The Customer shall not reverse-engineer, replicate, analyse or attempt to determine the sequence or structure of the Supplier Materials without an express licence in writing granted by the Supplier for this purpose.
        - 1.4.3. If the Supplier is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**") then without limiting its other rights or remedies:
          - 1.4.3.1. the Supplier shall have the right to suspend performance of the Services and provision of the Deliverables until the Customer Default is remedied;
          - 1.4.3.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 1.4.3 and
          - 1.4.3.3. the Customer shall reimburse the Supplier on written demand for its costs or losses (or those of any member of its Group) arising directly or indirectly from such Customer Default.
- 1.5. SUPPLY OF CUSTOMER MATERIALS
  - 1.5.1. The Customer shall provide the Customer Materials to such address as requested by the Supplier at the Customer's cost.
- 1.6. SUPPLY OF GOODS
  - 1.6.1. The Goods are described in the Goods Specification.
  - 1.6.2. To the extent that the Goods and/or Deliverables are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including 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 reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 1.6.2 shall survive the termination of the Contract.
  - 1.6.3. The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 1.7. GOODS AND DELIVERABLES AND DELIVERY
  - 1.7.1. Each delivery of Goods and each Deliverable shall be accompanied by a delivery note ("**Delivery Note**") that shows the date of the Order and the type and quantity of Goods and/or Deliverables and describing any special storage instructions and, if an Order is being delivered in instalments, the amounts remaining to be delivered.
  - 1.7.2. The Customer shall make any packaging materials available for collection at such times as the Supplier may reasonably request. Returns of packaging materials shall be at the Customer's expense.

- 1.7.3. Save in the circumstances described in clause 1.7.4 with agreement of the Supplier, the Supplier shall deliver the Goods and/or Deliverables EXW (Incoterms 2010), to the destination confirmed in the Quote ("**Delivery Location**") within 5 Business Days of the Supplier notifying the Customer that the Goods or Deliverables are ready.
  - 1.7.4. On request by the Customer and at the Customer's cost, the Supplier may in its discretion agree to ship the Goods and/or Deliverables to the Customer location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods and/or Deliverables are ready.
  - 1.7.5. The Supplier shall have no liability for any failure to deliver the Goods and/or Deliverables to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions (where applicable) or any other instructions that are relevant to the supply of the Goods and/or Deliverables.
  - 1.7.6. If the Customer fails to take delivery of the Goods and/or Deliverables within five Business Days of the Supplier notifying the Customer that the Deliverables are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
    - 1.7.6.1. delivery of the Goods and/or Deliverables shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which the Supplier notified the Customer that the Goods and/or Deliverables were ready; and
    - 1.7.6.2. the Supplier shall store the Goods and/or Deliverables until delivery takes place, and charge the Customer for all related costs and expenses (including insurance)
  - 1.7.7. If ten Business Days after the day on which the Supplier notified the Customer that the Goods and/or Deliverables were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and/or Deliverables and, shall charge the Customer for any shortfall below the price of the Goods and/or Deliverables.
  - 1.7.8. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
  - 1.7.9. The Supplier may deliver the Goods and/or Deliverables by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 1.8. QUALITY OF DELIVERABLES AND GOODS AND RISK AND TITLE
- 1.8.1. Subject to clause 1.6 and clause 1.8.4, the Supplier warrants that on delivery the Goods and/or Deliverables shall:
    - 1.8.1.1. conform in all material respects with their description and any applicable Goods Specification or Services Specification (as the case may be) relating to them;
    - 1.8.1.2. be free from known material defects in design, material and workmanship;

- 1.8.2. Upon the receipt of the Goods and/or Deliverables, the Customer shall immediately:
  - 1.8.2.1. check the quantities and record any objections on a Delivery Note and/or acknowledgement of receipt; and
  - 1.8.2.2. In case of a discovered defect the Customer shall provide to the Supplier a notice of defect (by e-mail) clearly specifying the nature of the defect no later than the expiry of the day on which the Goods and/or Deliverables were received, unless not capable of reasonably being identified on first inspection in which event notice of defect shall be given no later than two (2) weeks after receipt of the Goods and/or Deliverables.
- 1.8.3. Subject to clause 1.8.5 if:
  - 1.8.3.1. the Customer gives notice in writing under clause 1.8.2.2 that any Goods and/or Deliverables do not comply with clause 1.8.1; and
  - 1.8.3.2. the Supplier is given a reasonable opportunity of examining such Goods and/or Deliverables; and
  - 1.8.3.3. the Customer (if asked to do so by the Supplier) returns such Deliverables to the Supplier's place of business at the Supplier's reasonable cost, the Supplier shall, at its option, repair or replace the defective Goods and/or Deliverables, or refund the price of the defective Goods and/or Deliverables.
- 1.8.4. The Supplier shall not be liable for the failure of the Deliverables and/or Goods to comply with the warranty in clause 1.8.1 if:
  - 1.8.4.1. the Customer makes any further use of such Deliverables and/or Goods after giving a notice in accordance with clause 1.8.2;
  - 1.8.4.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, use, commissioning or maintenance of the Deliverables and/or Goods;
  - 1.8.4.3. the defect arises as a result of compliance with any Specification supplied by the Customer;
  - 1.8.4.4. the Customer alters or repairs or interferes with such Goods and/or Deliverables without the written consent of the Supplier;
  - 1.8.4.5. the Customer mixes the Goods and/or Deliverables with other products;
  - 1.8.4.6. the defect arises as a result of wilful damage, negligence, or abnormal working conditions; or
  - 1.8.4.7. the Goods and/or Deliverables differ from the relevant Specification as a result of changes made to ensure they comply with applicable laws or regulatory standards.
- 1.8.5. The risk in the Deliverables and in the Goods shall pass to the Customer on completion of delivery.
- 1.8.6. Title to the Deliverables and/or Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and/or Deliverables (as the case may be).

- 1.8.7. Until title to the Goods and/or Deliverables has passed to the Customer, the Customer shall:
  - 1.8.7.1. store the Goods and/or Deliverables separately from all other Goods and Deliverables held by the Customer so that they remain readily identifiable as the Supplier's property;
  - 1.8.7.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and/or Deliverables;
  - 1.8.7.3. maintain the Goods and/or Deliverables in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - 1.8.7.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 1.15.2; and
  - 1.8.7.5. give the Supplier such information relating to the Goods and/or Deliverables as the Supplier may require from time to time.
- 1.8.8. If before title to the Goods and/or Deliverables passes to the Customer the events in clause 1.15.2 occur, without limiting any other right or remedy the Supplier may have:
  - 1.8.8.1. the Customer's right to use them ceases immediately; and
  - 1.8.8.2. the Supplier may at any time require the Customer to deliver up all Deliverables and/or Goods in its possession and if it fails to do so to promptly recover the Deliverables and/or Goods and enter any premises of the Customer or of any third party where the Goods and/or Deliverables are stored in order to recover them.

## 1.9. CHARGES AND PAYMENT

- 1.9.1. The Supplier shall charge, and the Customer shall pay the fees, charges and expenses set out in the Contract ("**Charges**") for the Services and/or the Deliverables.
- 1.9.2. The price for the Goods:
  - 1.9.2.1. shall be the price set out in the Quote or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and
  - 1.9.2.2. shall be exclusive of all charges of packaging, insurance, transport of Goods which charges shall be invoiced in addition to the Customer in the event.
- 1.9.3. Agreement to changes in project scope and/or the Deliverables to that envisaged in the Contract and which are requested by Customer after placing the Order shall be in the discretion of the Supplier to agree and accept and may incur a variation in the Charges quoted in the Quote and forming the Contract.
- 1.9.4. The Supplier reserves the right to:

1.9.4.1. increase the price of Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

1.9.4.1.1. any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

1.9.4.1.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

1.9.4.1.3. any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

1.9.5. In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services or as otherwise agreed in the Contract.

1.9.6. Payment terms are to be within 30 days of the issue of each invoice ("**Invoice**").

1.9.7. Payment due under all Invoices shall be paid to a bank account nominated in writing by the Supplier from time to time.

1.9.8. All amounts payable by the Customer are exclusive of value added tax and any other applicable sales taxes which shall be payable by the Customer in addition, if applicable, at the same time as payment is due for the supply of Services and/or Goods. Payment shall be in the currency of the Invoice. Payment charges shall be the responsibility of the Customer.

1.9.9. The Customer shall pay interest on any overdue amount at the rate of 5% per annum above the base rate of Barclays Bank Plc from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

1.9.10. The Customer shall pay all amounts due under the Contract in full without any set off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 1.10. INTELLECTUAL PROPERTY RIGHTS

1.10.1. All Intellectual Property Rights in or arising out of or in connection with the Services including, without limitation all Intellectual Property Rights in the Deliverables whether embedded in the aptamer sequences or otherwise shall be owned by and be the exclusive property of the Supplier and/or a company in its Group (other than Intellectual Property Rights in any materials provided by the Customer). All Supplier Materials shall be the exclusive property of the Supplier or a member of its Group.

1.10.2. The Supplier grants to the Customer, or shall procure a direct grant to the Customer of a non-exclusive, fully paid-up, royalty free, non transferable license to use the Deliverables for the Agreed Purpose only with the right to sub-license only to a company in the Customer's Group and only for the Agreed Purpose, and otherwise without the right to sub-license in each case during the term of the Contract, unless otherwise agreed. No other use is permitted without the

prior written consent of the Supplier. This term can be extended and the scope expanded, subject to the Suppliers' terms of business for dealing with further Intellectual Property Rights and licencing. Such terms are available from the Supplier on request.

- 1.10.3. The Customer shall not have the right to manufacture or have made by a third party any of the Materials unless authorised in writing by the Supplier.
- 1.10.4. Commercialisation or exploitation of the Materials and/or the Supplier's technology by the Customer may only take place under the terms of a separate commercial licence to be negotiated with the Supplier.
- 1.10.5. The Intellectual Property Rights embedded in the aptamer sequences of the Deliverables shall be available to acquire or licence by the Customer subject to the Suppliers' terms of business for dealing with Intellectual Property Rights and licencing. Such terms are available from the Supplier on request.
- 1.10.6. The use by the Customer of any third-party Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor.
- 1.10.7. The Customer shall indemnify and keep indemnified the Supplier at all times against all costs, claims, damages or expenses incurred by the Supplier, or for which the Supplier may become liable, with respect to any infringement of Intellectual Property Rights or claim or other claim relating to any work carried out by the Supplier or any member of its Group or a sub-contractor on its behalf in the performance of the Services where such performance was to comply with any Specification stated by the Customer.
- 1.10.8. All Intellectual Property Rights in Goods shall, notwithstanding any other term of these Conditions, be owned by and be the exclusive property of, the Supplier.
- 1.10.9. All Customer Materials are the exclusive property of the Customer.
- 1.10.10. Save as expressly provided in clause 1.10.2, the Customer shall not sub-licence, assign or otherwise transfer the rights granted in clause 1.10.2.
- 1.10.11. If the Customer exceeds the scope of the license granted under clause 1.10.2, such license shall immediately terminate, and all Deliverables and derivative(s) thereof shall immediately be destroyed by the Customer.
- 1.10.12. The Supplier and/or any other member of its Group retains the right, but not the obligation, to register any Intellectual Property Rights, including, without limitation, patents, pertaining to the Deliverables
- 1.10.13. Compliance with laws and/or regulations may require the Supplier to obtain written confirmation from the Customer that the Supplier's laboratory products are not being used for human diagnostic or therapeutic purposes and the Customer agrees to provide the Supplier with such written confirmation as soon as reasonably practicable upon reasonable advanced written notice to Customer by the Supplier. It is the Customer's responsibility to ensure compliance with all laws and regulations concerning the use, storage and disposal of Deliverables.
- 1.10.14. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services and the Deliverables to the Customer.

## 1.11. DATA PROTECTION



- 1.11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 1.11, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 1.11.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 1.11.3. Without prejudice to the generality of clause 1.11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to be supplied to the Supplier for the purposes of supplying the Services for the duration and purposes of the Contract.
- 1.11.4. The Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

## 1.12. CONFIDENTIALITY

- 1.12.1. Subject to clause 1.12.2, a party ("receiving party") shall at all times keep in strict confidence all technical, scientific or commercial know how, specifications, inventions, processes or initiatives including, without limitation; in the case of information of the Supplier or any member of its Group relating to its aptamer libraries, construction, screening, protocols, equipment configurations, production of aptamers and related technologies including those which may be in development or pre-development which are of a confidential nature and have been disclosed to the receiving party by the other party and/or one of the companies in its Group, their employees, agents or subcontractors ("disclosing party"), and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain (together "**Confidential Information**"). The receiving party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 1.12.2. The receiving party shall not be liable for the disclosure or use of Confidential Information that, as such receiving party can demonstrate by competent physical evidence:
  - 1.12.2.1. at the time of disclosure is known to the receiving party or has been published, patented or is otherwise publicly available; or
  - 1.12.2.2. after disclosure, becomes publicly available other than through a breach of these terms & conditions; or
  - 1.12.2.3. is disclosed pursuant to law, regulation or lawful order or process.
- 1.12.3. The Supplier and the Customer agree not to use the other's name or trademarks or those of any other members of the other's Group in any advertising, publicity or news release related to any project without the prior written consent of the other of them, which shall not be unreasonably withheld or delayed.

1.12.4. Neither party shall use the other party's Confidential Information or that of any member of its Group for any purpose other than to perform its obligations under the Contract.

1.12.5. This clause 1.12 shall survive termination of the Contract.

1.13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

1.13.1. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

1.13.1.1. death or personal injury caused by negligence;

1.13.1.2. fraud or fraudulent misrepresentation; and

1.13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

1.13.2. Subject to clause 1.13.1, the Supplier's total liability to the Customer shall not exceed the Liability Cap.

1.13.3. The Liability Cap arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be as stated in the Contract (if any) and otherwise shall in no circumstances exceed the amount of the payments received by the Supplier under the Contract (excluding VAT).

1.13.4. This clause 1.13.4 sets out specific heads of excluded loss:

1.13.4.1. Subject to clause 1.13.2, the types of loss listed in clause 1.13.4.2 below are wholly excluded by the parties.

1.13.4.2. The following types of loss are wholly excluded:

1.13.4.2.1. loss of profits;

1.13.4.2.2. loss of sales or business;

1.13.4.2.3. loss of agreements or contracts;

1.13.4.2.4. loss of anticipated savings;

1.13.4.2.5. loss of use or corruption of software, data or information;

1.13.4.2.6. loss of or damage to goodwill;

1.13.4.2.7. indirect or consequential loss.

1.13.5. The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 1.3 and clause 1.8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

1.13.6. Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

1.13.7. The restrictions on liability in this clause 1.13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence) misrepresentation, restitution or otherwise.

1.13.8. This clause 1.13 shall survive termination of the Contract.

#### 1.14. WARRANTIES

1.14.1. The Supplier gives no actual or implied warranty or promise of any kind whatsoever regarding the suitability or applicability of the Supplier Materials provided under the Contract for any purpose or application. This clause 1.14 shall survive termination of the Contract.

#### 1.15. TERMINATION

1.15.1. Without limiting any other right or remedy available to it, the Supplier or the Customer may terminate a Contract by giving to the other of them 60 days' written notice.

1.15.2. Without limiting its other rights or remedies, either the Supplier or the Customer may terminate a Contract with immediate effect by giving written notice to the other of them ("other party") if:

1.15.2.1. the other party commits a material breach of any term of the Contract (which shall include, in the case of the Customer, the failure by the Customer to pay any amount due under the Contract on the due date for payment) and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing to do so;

1.15.2.2. the other party suspends, or threatens to suspend its business and/or payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts or as having no reasonable prospect of so doing, within the meaning of section 123 of the Insolvency Act 1986 or section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply or negotiates with any creditors to reschedule debt or enters into a compromise or arrangement with creditors;

1.15.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

1.15.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation;

- 1.15.2.5. the other party (being an individual) is the subject of a bankruptcy petition order;
- 1.15.2.6. a creditor or encumbrancer of the other party attaches or takes possession of the whole or any part of its assets;
- 1.15.2.7. in respect of the other party, the other party takes any step or action in connection with its entering into administration, provisional liquidation or an application or notice of intention is made to court, or an order is made, for the appointment of an administrator or, administrative receiver or receiver; or such officer is otherwise appointed;
- 1.15.2.8. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 1.15.2.2 to clause 1.15.2.7 (inclusive);
- 1.15.2.9. the other party (being an individual) dies or becomes a patient under any mental health legislation.

1.15.3. Without limiting its other rights or remedies, the Supplier may suspend provision of the Services and delivery of the Deliverables or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 1.15.2 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## 1.16. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- 1.16.1. The Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest and all other amounts owing (subject to receipt of an invoice) and return or destroy at the Supplier's option all of the Supplier Materials and any Deliverables and Goods which have not been fully paid for and if the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 1.16.2. Any provision which expressly or by implication survive termination shall continue in full force and effect.
- 1.16.3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and 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.

## 1.17. FORCE MAJEURE

- 1.17.1. For the purposes of a Contract, "Force Majeure Event" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

1.17.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

1.17.3. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Deliverables and/or Goods for more than four weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 1.18. GENERAL

### 1.18.1. Assignment and other dealings

1.18.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

1.18.1.2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### 1.18.2. Notices

1.18.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e mail.

1.18.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 1.18.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or e mail, one Business Day after transmission.

1.18.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 1.18.3. Severance

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.

## 1.18.4. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 1.18.5. Third party rights

- 1.18.5.1. Except as provided in clause 1.18.5.2, a person who is not a party to the Contract shall not have any rights to enforce its terms.
- 1.18.5.2. A member of the Supplier's Group shall be able to enforce the provisions of clauses 1.10 and 1.12.
- 1.18.5.3. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

## 1.18.6. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

## 1.18.7. Governing Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

## 1.18.8. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## 1.18.9. Announcements

The parties shall not at any time make any announcement relating to the subject matter of these terms and conditions without the prior written approval of the other party except to the extent that such information is already lawfully in the public domain or required by law or regulation.

- 1.18.9.1. Aptamer Group plc or and/or any of its subsidiaries retains the right to utilise anonymised data resulting from this project, for marketing or other purposes

## 1.18.10. Entire Agreement

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.

Neither party has relied on any representation, warranty, collateral contract or other assurance except those set out in this Contract and waives any right to pursue any previously made and shall not have any remedies in respect of any statement, representation, warranty, collateral contract other assurance whether made innocently (negligently or otherwise) that is not set out in the Contract. To the extent any previous representation, warranty, collateral contract or assurance was made to or with a party that party waives all rights and remedies in respect of it. However, nothing in this clause shall limit or exclude liability for fraud.

## THE APPENDIX

### 1. The following definitions and rules of interpretation apply in these Conditions.

#### 1.1. Definitions:

"Agreed Purpose"	in vitro non human research use or such other purpose for which the Supplier grants to the Customer the rights in clause 1.10 during the term as provided to the Supplier to the Customer in writing in the Quote or such other document in the discretion of the Supplier.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	shall have the meaning given in clause 1.9.1.
"Commencement Date"	has the meaning given in clause 1.2.3.
"Conditions"	these terms and conditions as amended from time to time in accordance with their terms.
"Contract"	the contract between the Supplier and the Customer for the supply of Services and/or Goods in accordance with these Conditions.
"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures"	as defined in the Data Protection Legislation.
"Customer"	the person or firm who purchases Services and/or Goods from the Supplier.
"Customer Default"	has the meaning set out in clause 1.4.3.
"Customer Materials"	all materials, equipment, documents and other property of the Customer required to be provided to the Supplier for the purposes of supplying the Services and/or the Goods.
"Data Protection Legislation"	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
"Deliverables"	the deliverables set out in the Quote produced by the Supplier for the Customer, in relation to the provision of Services .
"Delivery Note"	shall have the meaning give in clause 1.7.1.
"Delivery Location"	shall have the meaning given in clause 1.7.3.
"Force Majeure"	shall have the meaning given in clause 1.17.
"Goods"	the goods (or any part of them) set out in an Order.



"Goods Specification"	any specification for the Goods, including any relevant plans or drawing, that is agreed by the Customer and the Supplier.
"Group"	means in relation to a legal entity, that legal entity, and any legal entity which is (a) its subsidiary undertaking, (b) its parent undertaking, or (c) a subsidiary undertaking of any parent undertaking of that legal entity, and for the purpose of this definition "subsidiary undertaking" and "parent undertaking" shall have the meanings give to those terms in section 1162 of the Companies Act 2006 (and the expressions "Group Company" and "Group Companies" shall be construed accordingly).
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order"	the Customer's order for Services and/or Goods constituting written acceptance of the Supplier's Quote.
"Quote"	shall have the meaning given in clause 1.2.1.
"Services"	the services, including all Deliverables relevant thereto, supplied by the Supplier to the Customer as set out in the Service Specification.
"Service Specification"	the description or specification of the Services and/or any Deliverables related thereto provided in writing by the Supplier to the Customer and which is the subject of a Quote.
"Specification"	shall mean in relation to the Goods, the Goods Specification and in relation to the Services and/or Deliverables the Service Specification (as the case may be).
"Supplier"	Aptamer Group plc. registered in England and Wales with company number 09061413.
"Supplier Materials"	has the meaning set out in clause 1.4.1.8.
"UK Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## 2. Interpretation:

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.

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.

A reference to writing or written includes fax and email.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).