

Source Bioscience Group – Purchasing Terms & Conditions January-26

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1 Definitions and interpretation

1.1 These Conditions use the following defined terms:

Business Day: a day (other than a Saturday, a Sunday or a bank or public holiday in England and Wales) on which banks in London are open for business.

Conditions: the standard terms and conditions of purchase as set out in this document and as amended from time to time in accordance with Condition 2.3.

Contract: together the Order and these Conditions.

Customer: the entity specified in the Order who places the Order for the Goods and/or the Services with the Supplier, who shall be either (i) Source Bioscience UK Limited registered in England and Wales (company number 04078501) whose registered office is at 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX (**SBS UK Ltd**) or (ii) another Source Bioscience Group entity.

Customer's Materials: has the meaning given to it in Condition 11.1.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Customer Policies: any of the Customer's reasonable business policies and codes and which are supplied by the Customer to the Supplier in writing from time to time.

Goods: any goods agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them).

Incoterms®: the international rules for the interpretation of trade terms of the International Chamber of Commerce which are in force at the date when the Contract is made.

Intellectual Property Rights: any and all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any 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.

Losses: losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and wasted expenditure), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis).

Order: the Customer's written instructions to the Supplier for the supply of the Goods and/or the Services, as set out in the Customer's purchase order form.

Price: has the meaning given to it in Condition 8.1.

Source Bioscience Group: the group of companies comprising SBS UK Ltd, SourceBio International Limited (company number 10269474), Source Bioscience Limited (company number 00079136), LD Path Ltd (company number 11081427), Source Genomics Ltd (company number 14552442), and Cambridge Clinical Laboratories Ltd (company number 05382262), each having their registered office at 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX.

Services: any services, including any Deliverables, agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them).

Specification: any description or specification (including any related plans or drawings) for the Goods and/or Services included in the Order or supplied or advised by the Customer to the Supplier or agreed in writing by the Customer and the Supplier, including any plans, patterns, drawings, data or other information relating to the Goods or Services.

Supplier: the person(s), firm or company who accepts the Order.

Warranty Period: the warranty period for the Goods and Services set out in the Order or, if no period is set out in the Order, the warranty period shall be twelve (12) months from delivery of the relevant Goods or completion of the relevant Services (as appropriate).

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 the singular includes the plural and vice versa and one gender includes any others;

1.2.2 reference to a **person** includes any natural person, company, corporation or other body corporate, firm, partnership, foundation, association, organisation, trust, government, state or agency of a state, undertaking or unincorporated body (in each case whether or not having separate legal personality and wherever and however incorporated or established);

1.2.3 references to legislation are to that legislation as amended, extended or re-enacted from time to time;

1.2.4 a reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision;

1.2.5 any words or phrases introduced by the terms **including, include, in particular** or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

1.2.6 a reference to **writing** or **written** includes email but not faxes.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

- 1.4 The Contract shall be binding upon, and continue for the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

2 Application of these Conditions

- 2.1 These Conditions are the only conditions upon which the Customer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2 No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document (whether or not any such document is referred to in the Contract), or which are implied by trade, custom, practice or course of dealing, will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on them.
- 2.3 These Conditions apply to all the Customer's purchases of Goods and/or Services from the Supplier and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Customer.
- 2.4 Each Order shall be deemed to be an offer by the Customer to purchase the relevant Goods and/or Services subject to these Conditions.
- 2.5 An Order shall be deemed to be accepted by the Supplier on the earlier of:
- 2.5.1 the Supplier giving written notice of acceptance of the Order; or
 - 2.5.2 any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence.
- 2.6 The Supplier shall ensure that the terms of the Order and any applicable Specification are complete and accurate.

3 Performance and quality

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any Specification;
 - 3.1.2 be of the best quality and use the best quality materials, standards, designs and techniques;
 - 3.1.3 be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
 - 3.1.4 be free from defects in design, material and workmanship and remain so for the Warranty Period;
 - 3.1.5 comply with all applicable legislative and regulatory requirements, including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - 3.1.6 be delivered by their due date for delivery.

- 3.2 In performing the Services, the Supplier shall:
- 3.2.1 meet any due date(s) for performance of the Services, including any such dates set out in the Order or otherwise notified by the Customer to the Supplier;
 - 3.2.2 co-operate with the Customer in all matters relating to the Services and comply with all instructions from the Customer;
 - 3.2.3 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 3.2.4 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 3.2.5 ensure that the Services and Deliverables conform with all descriptions and specifications set out in any Specification and that the Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication;
 - 3.2.6 ensure that the Services and Deliverables continue to comply with the Specification and remain free from defects in each case for the Warranty Period;
 - 3.2.7 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 3.2.8 use the best quality goods, materials, standards, designs and techniques and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Customer will be free from defects in workmanship, installation and design;
 - 3.2.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and
 - 3.2.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that the Customer may rely or act on the Services.
- 3.3 The Customer's rights under these Conditions are in addition to the statutory conditions implied in favour of the Customer by legislation and common law.
- 3.4 The Supplier shall at all times:
- 3.4.1 have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - 3.4.2 comply with all applicable laws, legislation and regulations from time to time in force in the performance of the Contract; and
 - 3.4.3 comply with the Customer Policies.

4 Delivery and performance

- 4.1 The date for delivery of the Goods and performance of the Services shall be as specified in the Order or as otherwise notified by the Customer to the Supplier, if no such date is specified or notified, then delivery of the Goods and performance of the Services shall take place within twenty-one (21) days of the date of the Order.

- 4.2 Time for delivery of the Goods and performance of the Services shall be of the essence of the Contract.
- 4.3 The Goods shall be marked in accordance with the Customer's instructions and properly packed and secured so as to reach their destination in an undamaged condition.
- 4.4 The Goods shall be delivered by the Supplier, carriage paid, to the 'ship-to address' as stated on the Order. In the event there is a different 'ship-to address', this will be notified to the Supplier under separate email.
- 4.5 The Services shall be performed at the 'ship-to' address as stated in the Order unless otherwise notified to the Supplier under separate email.
- 4.6 The Supplier shall unload the Goods as directed by the Customer and, where specified in the Order, the Supplier shall assemble and install the Goods as directed by the Customer.
- 4.7 The Supplier shall (unless the Customer specifies otherwise) at its own cost remove from the place of delivery any packaging material used in transporting the Goods.
- 4.8 The Supplier shall in advance of delivery (and with sufficient notice) supply the Customer with any instructions or other information required to enable the Customer to accept delivery of the Goods and performance of the Services.
- 4.9 The Supplier shall ensure that each delivery is accompanied by a prominently displayed delivery note which shows, as a minimum, the Order number, date of Order, type of Goods, number of packages and contents, any special storage instructions and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.10 Delivery of the Goods shall be complete when the Goods have been unloaded, unpacked, stacked, assembled and installed as specified in the Order or this Condition 4.
- 4.11 The Goods shall remain at the risk of the Supplier until delivery to the Customer is complete pursuant to Condition 4.10, when the risk in, and ownership of, the Goods shall pass to the Customer.
- 4.12 Unless otherwise agreed by the Customer in the Order or in writing, deliveries and performance shall only be made by the Supplier within the Customer's usual business hours.
- 4.13 The Supplier shall not deliver nor perform by instalments unless the Customer so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver and/or perform any one instalment shall entitle the Customer at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 14.
- 4.14 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other rights or remedies which it may have, the Customer reserves the right to terminate the Contract in whole or in part, without liability to the Customer, and/or to seek any one or more of the remedies set out in Condition 14, any one or more of which it may exercise in its entire discretion.
- 4.15 If the Supplier delivers in excess of or less than the quantity of Goods ordered:
- 4.15.1 the Customer may reject the Goods, which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense; or

4.15.2 the Customer may accept delivery of such Goods (whether there is a shortfall or excess) in which case the Price shall be adjusted pro-rata; or

4.15.3 in the case of any deliveries which are in excess of the quantity of Goods ordered, the Customer may accept only the quantity ordered and shall not be bound to pay for any excess it does not accept which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.

5 Inspection, acceptance and rejection

5.1 The Customer shall have the right, at any time prior to delivery of the Goods or performance of the Services, to inspect and test the Goods and Services and the Supplier shall provide the Customer with all facilities reasonably required for such inspection and testing.

5.2 If the results of such inspection or testing indicate that the Goods and Services, or either of them, do not conform or are unlikely to conform with the Order or to the Specification, the Customer shall inform the Supplier as soon as reasonably practicable and the Supplier shall immediately take such action as is necessary to ensure conformity and the Customer shall have the right to require and witness further testing and inspection.

5.3 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and Services and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5.4 Acceptance of the Goods and Services shall take place in accordance with the provisions set out in the Order , or, if there are no such provisions, then acceptance of the Goods and Services (or any of them) shall take place upon the signing of an acceptance certificate by the Customer.

5.5 Notwithstanding acceptance of the Goods and Services (or any of them), if the Goods (or any of them) fail to comply with any of the provisions in Condition 3.1 or if the Services (or any of them) fail to comply with any of the provisions in Condition 3.2, the Customer shall have available to it the remedies listed in Condition 14, any one or more of which it may exercise in its entire discretion.

6 Use of Goods and Services

6.1 The Supplier shall, where requested by the Customer, at its own cost, provide adequate instructions and appropriate training in relation to:

6.1.1 the use of the Goods, Services and Deliverables;

6.1.2 the safe disassembly/assembly and transportation of the Goods; and

6.1.3 the adjustment of the Goods' and Services' settings.

6.2 Where the Supplier is required to provide the instructions and training described in Condition 6.1, they shall be performed by appropriately qualified and trained personnel, and provided with the best care, skill and diligence in accordance with best practice in the Supplier's industry, trade or profession.

7 Indemnity

7.1 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with:

7.1.1 defective design, workmanship, quality, materials or any other defect in the Goods or Services (including any claim made against the Customer for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or defective performance of the Services) to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;

7.1.2 any claim made against the Customer for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods or the supply, receipt or use of the Services; and

7.1.3 any claim made against the Customer arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or sub-contractors.

7.2 For the duration of the Contract and for a period of six (6) years afterwards, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance, professional indemnity insurance and public liability insurance to cover the risks and liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

7.3 This Condition 7 shall survive termination of the Contract.

8 Price

8.1 The price of the Goods and/or the Services (**Price**) shall be that stated in the Order) and, unless otherwise agreed in writing by the Customer, shall be exclusive of value added tax (which shall be payable by the Customer subject to receipt of a VAT invoice). Unless otherwise agreed in writing or specific Incoterms® are stated in the Order, the Price shall be inclusive of all other charges and expenses of the Supplier in relation to the supply of the Goods and the Services, including all loading, unloading, packaging, insurance, travel, accommodation, assembly, installation and carriage. Where specific Incoterms® are agreed and specified in the Order, the Price shall reflect the inclusion or exclusion of delivery and related charges in accordance with those agreed Incoterms®.

8.2 No variation to the Price shall be made nor any extra charges or expenses shall be applicable at any time without the express acceptance in writing by a duly authorised representative of the Customer.

9 Payment

9.1 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery of the Goods.

9.2 In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

9.3 Each invoice shall include such supporting information as is required by the Customer to verify the accuracy of the invoice and shall quote the number (if any) of the Order to which it relates.

- 9.4 The Customer shall pay each invoice within thirty (30) days after receipt by the Customer of a valid invoice, unless otherwise agreed in writing or, if later, acceptance of the Goods or Services in question by the Customer.
- 9.5 Time for payment of the Supplier's invoices shall not be of the essence of the Contract.
- 9.6 Without prejudice to any other rights or remedies it may have, the Customer reserves the right to set off any amount owing at any time from the Supplier to the Customer against any amount payable by the Customer to the Supplier under the Contract.
- 9.7 The Supplier shall make all payments due under or in respect of the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement, withholding or otherwise unless required by law.
- 9.8 The Customer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase, and to any rebates, customarily granted by the Supplier, whether or not shown in the Supplier's own terms of sale.
- 9.9 Interest shall be payable on the late payment of any undisputed invoices for Goods and Services accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at two (2) per cent a year above the Bank of England's base rate from time to time.
- 9.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

10 Confidentiality

- 10.1 Each party shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to a party by the other party or its agents, employees or sub-contractors and any other confidential information concerning the other party's business, assets, affairs, customers, clients, suppliers or products which a party may obtain.
- 10.2 Each party shall restrict disclosure of any information of the nature described in Condition 10.1 to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind that party.

11 Customer's Materials

- 11.1 The Supplier shall hold all materials, equipment, tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer's Materials**) in safe custody at its own risk, maintain the Customer's Materials in good condition until returned to the Customer (which the Supplier shall do on the written instruction of the Customer) and not dispose of or use the Customer's Materials other than in accordance with the Customer's written instructions or authorisation.
- 11.2 The Supplier acknowledges that the Customer's Materials are the exclusive property of the Customer.

12 Intellectual Property Rights

- 12.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services, including the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items it will have full and unrestricted rights to sell all such items to the Customer.
- 12.2 Unless otherwise agreed between the parties, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any of the Customer's Materials) shall be owned by the Supplier.
- 12.3 Unless otherwise agreed between the parties, the Supplier grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding the Customer's Materials) for the purpose of receiving and using the Services and the Deliverables.
- 12.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy 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.
- 12.5 The Supplier acknowledges that all rights in the Customer's Materials are and shall remain the exclusive property of the Customer.

13 Termination

- 13.1 The Customer shall, without prejudice to any other rights or remedies it may have including under Conditions 4.14, 14.1.1 and 15.4, have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect, without liability to the Customer, if:
- 13.1.1 the Supplier commits a material or persistent breach of the Contract;
- 13.1.2 the Supplier is in the reasonable belief of the Customer, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;
- 13.1.3 any of the Supplier's obligations to pay or repay money (whether present or future, actual or contingent, joint or sole) is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
- 13.1.4 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Supplier's assets and is not discharged or stayed within twenty-one (21) days;
- 13.1.5 the Supplier begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its obligations to pay or repay money (whether present or future, actual or contingent, joint or sole) because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;

13.1.6 a moratorium is declared, or in any event comes into existence, over any of the Supplier's obligations to pay or repay money (whether present or future, actual or contingent, joint or sole);

13.1.7 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken together by the Supplier or any third party for, or which may lead to:

- (a) the suspension of payments, winding up, dissolution, administration, receivership (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Supplier;
- (b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or
- (c) (where the Supplier is an individual), bankruptcy, an individual voluntary arrangement or debt relief order;

13.1.8 any event similar to any of those set out in Conditions 13.1.2 to 13.1.7 occurs in relation to the Supplier (including in any jurisdiction to which it is subject);

13.1.9 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;

13.1.10 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;

13.1.11 the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy;

13.1.12 there is a change of control of the Supplier; or

13.1.13 the Supplier commits a breach of Condition 3.4.

13.2 Where both Goods and Services are to be supplied under the Contract, in any of the circumstances in which the Customer may, under these Conditions, terminate the Contract the Customer may instead terminate part of the Contract in respect of the Goods or in respect of the Services and the Contract shall continue in respect of the remaining supply.

13.3 On termination of the Contract or any part of it for any reason, the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all of the Customer's Materials. If the Supplier fails to do so the Customer may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose.

13.4 Termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of either party existing at termination.

13.5 Any Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect notwithstanding termination.

14 Remedies

14.1 Without prejudice to any other rights or remedies the Customer may have, if any Goods and/or Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 3, or if the right to terminate the Contract has arisen under Conditions 4.14, 13.1 or 15.4, the Customer shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and the Services (or any of them) have been accepted by the Customer:

14.1.1 to terminate the Contract in whole or in part, without liability to the Supplier;

14.1.2 to reject the Goods and Services (in whole or in part and whether or not title to any Goods or Deliverables has passed) and require the Supplier to collect the rejected Goods or Deliverables at its own risk and cost within ten (10) Business Days of issue of a written notice from the Customer rejecting them, with a full refund for the Goods or Services so rejected shall be immediately paid by the Supplier;

14.1.3 where the Customer has paid in advance for Goods and/or Services that have not been delivered or provided in accordance with the Contract, to have such sums promptly refunded by the Supplier;

14.1.4 at the Customer's option, to give the Supplier the opportunity to promptly, at the Supplier's expense, either to remedy any defect in the Goods and/or Services, or to supply replacement Goods or to re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

14.1.5 to refuse to accept any further deliveries of the Goods and/or performance of the Services which the Supplier attempts to make;

14.1.6 to carry out, at the Supplier's expense, any work necessary to make the Goods and/or the Services comply with the Contract;

14.1.7 to recover from the Supplier any Losses sustained as a result of the Supplier's breaches of the Contract, including (without limitation) any reasonable costs incurred by the Customer in obtaining substitute goods and/or alternative performance of the Services from another supplier; and

14.1.8 to claim damages for any Losses incurred or to be incurred by the Customer that are attributable to the Supplier's failure to comply with the Contract.

14.2 These Conditions shall extend to and apply in respect of any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

14.3 Risk in respect of any rejected Goods shall pass to the Supplier on notification by the Customer to the Supplier of its rejection of them.

15 Bribery and other corruption

- 15.1 The Supplier agrees with the Customer that it shall, and that it shall procure that its employees and officers, agents, sub-contractors and any other person who performs services for the Supplier in relation to the Contract shall:
- 15.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery, slavery, human trafficking and other forms of corruption (**Anti-Corruption Requirements**), including the Bribery Act 2010 and the Modern Slavery Act 2015;
- 15.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Customer to be in violation of any Anti-Corruption Requirements;
- 15.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Customer or any of the Customer's employees, officers, agents, representatives, affiliates or persons acting on the Customer's behalf; and
- 15.1.4 at the Customer's request and cost, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- 15.2 The Supplier represents and warrants to the Customer that neither it nor any person described in Condition 15.1 has:
- 15.2.1 bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, for the Customer and nor has it bribed or attempted to bribe any person described in Condition 15.1.3; nor
- 15.2.2 to the best of its knowledge, been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Corruption Requirements; nor
- 15.2.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.
- 15.3 The Supplier shall promptly notify the Customer if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Condition 15.2 at the relevant time.
- 15.4 The Supplier agrees that in addition to the Customer's termination rights set out elsewhere in these Conditions, the Customer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition 15 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.
- 15.5 The Customer shall not be required to make any payment to the Supplier that might otherwise be due from the Customer in respect of the Contract if the Supplier has breached this Condition 15.
- 15.6 The Supplier agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Supplier, whether under the Contract or otherwise, during the immediately preceding six (6) years from time to time. The Supplier shall allow the Customer or the Customer's authorised representatives or agents to have access to

the Supplier's premises at all reasonable times during the term of the Contract and for a period of six (6) years after it has ended in order to audit and take copies of the Supplier's books, records and accounts and to speak with its personnel to ensure compliance with this Condition 15 and any Customer Policies.

- 15.7 The Supply shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this Condition 15, whether or not the Contract has been terminated.

16 Assignment

- 16.1 The Customer may at any time assign, novate, transfer, mortgage, charge, declare a trust or deal in any other manner with, its rights and obligations under the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 16.2 The Supplier shall not be entitled to assign, novate, transfer, mortgage, charge, declare a trust or deal in any other manner with, its rights and obligations under the Contract or any part of it, including sub-contracting any of its obligations under the Contract, nor enter any agreement to do so.

17 Force majeure

- 17.1 If the Customer is hindered, delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control, the Customer shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable the Customer, using reasonable endeavours, to perform that obligation.
- 17.2 If the performance of any of the Customer's obligations under the Contract is hindered, delayed or prevented as described in Condition 17.1 for a continuous period of one (1) month, the Customer may, without liability to the Supplier, terminate the Contract with immediate effect by giving notice to the Supplier.

18 Notices

- 18.1 Any notice or similar communication (**Notices** and each a **Notice**) given or made under or in connection with the matters contemplated by the Contract shall be in writing, in English, and shall be delivered personally, or sent by email or pre-paid first class post or another next working day delivery service providing proof of postage (or pre-paid registered air mail providing proof of postage if posted to or from a place outside the United Kingdom) to the recipient party in accordance with Condition 18.2 or such other address as that party may specify by serving not less than ten (10) Business Days' Notice to the other party:

- 18.2 The details for service of Notices for each of the parties are:

Customer: Personal service and postal address: 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX

Email: procurement@sourcebioscience.com

Supplier: Personal service and postal address: the Supplier's address on the Order or if no address is set out in the Order, the Supplier's registered office or usual business address from time to time.

Email: any email address which the Supplier has used for the purpose of correspondence with the Customer in connection with the Contract.

- 18.3 Notices shall be deemed to have been received:
- 18.3.1 if delivered personally, at the time of delivery to the address;
 - 18.3.2 if sent by first class post or another next working day delivery service providing proof of postage, at 9.00am on the second Business Day after the date of posting;
 - 18.3.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Business Day after posting; and
 - 18.3.4 if sent by email, at the time of transmission (provided the sender has not received an automatic delivery failure message).
- 18.4 If in accordance with the above provisions, any Notice would otherwise be deemed to be given or made before 9.00am on a Business Day such notice shall be deemed to be given or made at 9.00am and if deemed to be given or made after 5.00pm on a Business Day or any time on a day that is not a Business Day such communication shall be deemed to be given at 9.00am on the next Business Day.
- 18.5 This Condition 18 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

19 General

- 19.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Customer's behalf or otherwise bind the Customer in any way.
- 19.2 The rights and remedies provided under these Conditions in favour of the Customer are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise of any provision of these Conditions) shall not be considered as limiting the Customer's rights or remedies under any other provision of these Conditions (or the exercise of any provision of these Conditions).
- 19.3 If any part of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a **void provision**), that invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 19.4 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 19.5 No failure or delay by the Customer to exercise any power, right or remedy (**Right**) under this Contract or law shall be a waiver of that or any other Right and shall not prevent or restrict further exercise of that that Right. No single or partial exercise or any Right shall prevent or restrict further exercise of it or any other Right.

- 19.6 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 and claims) shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.