

## Standard Terms and Conditions for the Supply of Goods

These terms of business apply to the purchase of the Goods (as hereinafter defined) set out in the Quotation provided by Sartorius to which these terms are appended (the "Quotation"). The Quotation defines the Price, Delivery and any other special conditions which will apply. Sartorius shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods and (if applicable) the Services in accordance with and on the basis of these terms and conditions which together with the Specification (as hereinafter defined) and the Quotation constitutes "the Agreement".

### 1) DEFINITIONS

In these

Conditions:-

**"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

**"Business Day"** means any day other than a Saturday, Sunday or bank or public holiday in the UK or Ireland.

**"Conditions"** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Sartorius.

**"Confidential Information"** means any information that is confidential in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy or products (either existing or under development).

**"Customer"** means the person or entity who accepts the Quotation of Sartorius for the sale of the Goods or whose order for the Goods is accepted by Sartorius.

**"Delivery Location"** means the location specified in the Quotation to which Sartorius shall procure the delivery of the Goods.

**"Force Majeure"** means any event outwith the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority, failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, breakdown or failure of equipment, or Acts of God.

**"Goods"** means the goods (including any instalment of the goods or any parts for them) which Sartorius is to supply in accordance with this Agreement and shall include, where the context so requires, a System.

**"Intellectual Property Rights"** means copyright,

patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and in each case: (i) whether registered or not; (ii) including any applications to protect such rights or register such rights; (iii) including all renewals and extension of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing.

**"Price"** means the price for the Goods determined in accordance with the Quotation and "Prices" shall be interpreted accordingly;

**"Quotation"** means the Quotation prepared by Sartorius and issued to the Customer;

**"Software"** means any proprietary software developed by Sartorius to implement the specified functionality but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third party software.

**"Specification"** means the description of the Goods and attached to the Quotation or otherwise provided to the Customer by Sartorius in writing.

**"System"** means Goods which for advanced automated equipment for the pharmaceutical sector and includes the physical equipment which Sartorius is to supply in accordance with this Agreement together with (to the extent applicable) the Software and any other deliverables specified in the Quotation.

**"Writing"** means communication by letter or fax or by e-mail and written will be interpreted accordingly.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2) BASIS OF THE SALE

- a) Sartorius shall sell and the Customer shall purchase the Goods in accordance with any written Quotation of Sartorius which is accepted by the Customer, or any written order of the Customer which is accepted by Sartorius, subject in either case to these Conditions, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- b) No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and Sartorius.
- c) Sartorius's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Sartorius in Writing. In entering into the Agreement the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

d) Any advice or recommendation given by Sartorius or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Sartorius is followed or acted upon entirely at the Customer's own risk, and accordingly Sartorius shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Sartorius other than those expressly set out in the Agreement.

e) Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by Sartorius, including Sartorius's website, shall be subject to correction without any liability on the part of Sartorius.

### 3) **ORDERS AND SPECIFICATIONS**

a) An order will constitute an offer by the Customer to purchase the specified Goods subject to the Quotation and these Conditions. Sartorius may accept or reject an order at its discretion. Any Quotation issued by Sartorius to Customer is an invitation to trade only and are not an offer to supply the Goods and are incapable of being accepted by the Customer.

b) No order submitted by the Customer shall be deemed to be accepted by Sartorius unless and until confirmed in Writing by Sartorius's authorised representative.

c) The Customer shall be responsible to Sartorius for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer ("**Customer Specification**"), and for giving Sartorius any necessary information relating to the Goods within a sufficient time to enable Sartorius to perform the Agreement in accordance with its terms.

d) The quantity, quality and description of and any Specification for the Goods shall be those set out in Sartorius' Quotation.

e) If the Goods are to be manufactured or any process is to be applied to the Goods by Sartorius in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Sartorius against all loss, damages, costs and expenses awarded against or incurred by Sartorius in connection with or paid or agreed to be paid by Sartorius in settlement of any claim for infringement of Intellectual Property Rights of any other person which results from Sartorius' use of the Customer's Specification.

f) Sartorius does not represent, warrant or undertake that all of the Goods will be available for order at all times, or until an order is accepted, that Sartorius can supply the volumes requested.

g) Sartorius reserves the right to make any changes (i) in

the Specification or, if applicable Customer Specification of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied to Sartorius's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order..

h) No order which has been accepted by Sartorius may be cancelled by the Customer except with the agreement in Writing of Sartorius and on terms that the Customer shall indemnify Sartorius in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Sartorius as a result of cancellation.

### 4) **PRICE OF THE GOODS**

a) The Price shall be as stipulated in the Quotation, or in the event of the Quotation being silent on the matter, in accordance with the then current list prices of Sartorius. All Prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by Sartorius without giving notice to the Customer.

b) Sartorius reserves the right, by giving notice to the Customer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to Sartorius which is due to any factor beyond the control of Sartorius (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or Specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Sartorius adequate information or instructions.

c) Except as otherwise stated under the terms of any Quotation and unless otherwise agreed in Writing between the Customer and Sartorius, all Prices are given by Sartorius on an Ex Works INCOTERMS 2010 basis, and where Sartorius agrees to deliver the Goods otherwise than at Sartorius's premises, the Customer shall be liable to pay Sartorius's charges for transport, packaging, freighting and insurance.

d) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Sartorius may be subject), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to such Value Added Tax, sales, withholding or any other tax which has the effect of reducing the amount of money which Sartorius would have been entitled to receive or retain from the Customer under the Agreement but for such tax, the Customer will, at Sartorius's request, pay to Sartorius such additional sum at the rate for the time being prescribed by law for that tax.

## 5) TERMS OF PAYMENT

- a) Subject to any special terms agreed in Writing between the Customer and Sartorius, Sartorius shall be entitled to invoice the Customer for the Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Sartorius shall be entitled to invoice the Customer for the Price at any time after Sartorius has notified the Customer that the Goods are ready for collection or (as the case may be) Sartorius has tendered delivery of the Goods.
- b) The Customer shall pay the Price of the Goods in pounds sterling within 30 days of the date of Sartorius's invoice, subject to credit approval, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the Price shall be of the essence of the Agreement. Receipts for payment will be issued only upon request.
- c) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to: (i) cancel the Agreement or suspend any further deliveries to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per month above the base rate of the Bank of England, until payment in full is made. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.
- d) All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim to the bank account nominated by Sartorius.

## 6) DELIVERY

- a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Quotation. Sartorius notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at the Customer's expense.
- b) Sartorius will use its reasonable endeavors to meet delivery dates but such dates are approximate only and time of delivery is not of the essence and Sartorius shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Sartorius in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to 10% more or 10% less than the quantity ordered will not be regarded as a failure of Sartorius to supply the Goods ordered,

provided that Sartorius will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.

- d) If Sartorius is entirely unable to deliver the Goods for any reason other than any cause beyond Sartorius's reasonable control or the Customer's fault, and Sartorius is accordingly liable to the Customer, Sartorius's liability shall be limited to the Price of the Goods that Sartorius failed to deliver.
- e) Sartorius shall not be liable for any delay in, or failure of delivery caused by the Customer's failure to make the Delivery Location available or prepare the Delivery Location or provide Sartorius with adequate instructions for delivery or in the event of a Force Majeure. In such circumstances and, without prejudice to any other right or remedy available to Sartorius, Sartorius may: (i) store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Agreement or charge the Customer for any shortfall below the price under the Agreement.

## 7) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be delivered at Sartorius's premises, at the time when Sartorius notifies the Customer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at Sartorius's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Sartorius has tendered delivery of the Goods.
- b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until Sartorius has received in cash or cleared funds payment in full of the price of the Goods.
- c) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Sartorius's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Sartorius's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Sartorius immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Sartorius to inspect the Goods during the Customer's normal business hours and provide Sartorius with such information concerning the Goods as Sartorius may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to

Sartorius for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale. If, at any time before title to the Goods has passed to the Customer, the Customer informs Sartorius, or Sartorius reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Sartorius may (i) require the Customer to re-deliver the Goods to Sartorius (at the expense of the Customer if so requested by Sartorius); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

- d) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Sartorius shall be entitled at any time to require the Customer to deliver up the Goods to Sartorius and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Sartorius, but if the Customer does so all moneys owing by the Customer to Sartorius shall (without prejudice to any other right or remedy of Sartorius) forthwith become due and payable.

8) **WARRANTIES AND LIABILITY**

- a) Subject to the conditions set out below Sartorius warrants that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of delivery. If the Goods are to be installed by Sartorius at the Customer's site, the period shall commence upon the earlier of (i) the date of installation; or (ii) two months from the date of delivery. Sartorius will at its option repair, replace or refund the Price of the Goods that do not comply with this clause 8(a) provided that the Customer serves a written notice on Sartorius (i) in the case of defects discoverable by a physical inspection not later than five (5) Business Days from the arrival of the Goods at the Delivery Location; or (ii) in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location that some or all of the Goods do not comply with this clause 8(a) and identifying in sufficient detail the nature and extent of the defects and complying with any returns policy of Sartorius that may be notified to the Customer from time to time. The Customer will be deemed to accept the Goods if it does not notify Sartorius of any failure of the Goods to comply with this clause 8(a) within the time periods set out above. In the event that the Goods comprise a System, and there is a failure of the System to meet the Specification ("**Defect**"), during

the twelve month period from the completion of the agreed testing of the System ("**System Warranty Period**"), Sartorius shall, at its option, repair, modify, or supply a replacement for the defective party. The cost of all such warranty work incurred by Sartorius shall be borne by Sartorius. The decision as whether to repair or replace the part or component which has a Defect shall be made solely by Sartorius. In the event that the fault reported by the Customer falls outwith the scope of the warranty, the Customer shall reimburse Sartorius for any costs and expenses reasonably and properly incurred by Sartorius in connection with such reported fault.

- b) The above warranty is given by Sartorius subject to the following conditions: (i) Sartorius shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer Specification supplied by the Customer; and (ii) Sartorius shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Sartorius's instructions (whether oral or in writing) as to storage, installation, commissioning, use or maintenance of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Sartorius's approval; (iii) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts, materials or equipment not manufactured by Sartorius, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Sartorius; (v) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Sartorius that such Goods do not comply with Clause 8(a) hereof; (vi) Sartorius shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer; and (vii) in the event of a Defect in a System, such Defect is notified to Sartorius within thirty (30) days of its discovery and the part or component is returned to Sartorius properly packed or (at Sartorius' option) made available to Sartorius for examination on site during the Customer's normal business hours and Sartorius's investigations showing that the components complained of are defective.
- c) Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Agreement Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except as set out in this clause 8, Sartorius gives no warranty or condition and makes no representation in relation to the Goods and will have no liability for the failure to comply with the warranty in clause 8(a) and the conditions implied by sections 13 to 15 (inclusive) of the Sale of Goods Act 1979 are expressly

excluded.

- d) Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with Specification shall (whether or not delivery is refused by the Customer) be notified to Sartorius within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Sartorius accordingly, the Customer shall not be entitled to reject the Goods and Sartorius shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Agreement.
- e) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet Specification is notified to Sartorius in accordance with these Conditions, Sartorius shall be entitled to replace the Goods (or the part in question) free of charge or, at Sartorius's sole discretion, refund to the Customer the Price of the Goods (or a proportionate part of the price), but Sartorius shall have no further liability to the Customer and this shall be the sole and exclusive remedy available to the Customer in this regard.
- f) Except in respect of death or personal injury caused by Sartorius's negligence, Sartorius shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Sartorius, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.
- g) Sartorius shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Sartorius's obligations in relation to the Goods, if the delay or failure was due to any Force Majeure event.
- h) Sartorius's total aggregate liability under, or in connection with this Agreement, whether arising in tort (including negligence), contract or in any other manner will not exceed the Price paid for the Goods.
- i) Without prejudice to clause 8(h) Sartorius shall not be liable to the Customer for any (i) loss of profit or revenues; (ii) loss of or damage to data or information systems; (iii) loss of contract or business opportunities; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect, special or consequential loss or damage.
- j) Neither Party will be liable to the other for any breach

of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.

- k) Sartorius shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software not supplied by Sartorius; (ii) any modification to the Goods or any of its components, including without limitation, the Software, made by the customer or any third party; (iii) use of any third party software provided by Sartorius hereunder; and/or (iv) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification.
- l) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Sartorius harmless from and against any claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.
- m) Save where Sartorius or its employees, agents consultants, officers, subcontractors, Affiliates or other authorised representatives ("**Representatives**") are negligent, the Customer shall hold Sartorius and its Representatives harmless from all claims against Sartorius brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Sartorius' premises or while the Customer's Representatives are interfacing with, or assisting Sartorius in its work (if any) at the Customer's site.
- 9) **INTELLECTUAL PROPERTY AND SOFTWARE**
  - a) Should the Goods, or any part thereof, become, or in Sartorius's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Sartorius, at Sartorius's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods. Sartorius's obligations under this clause will not apply to Goods modified or used by the customer other than in accordance with the Agreement or Sartorius' instructions. The Customer will indemnify Sartorius from and against all losses, damages, liability, costs and expenses incurred by Sartorius in connection with any claim arising from such modification or use.
  - b) Sartorius makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification. Software or

firmware corrections, made during the Warranty Period, are warranted for a period of three months from the date shipped by Sartorius or until expiry of the Warranty Period, whichever is longer.

- c) Sartorius shall have no liability for, or any obligations under warranty if any Software or firmware modifications are undertaken by anyone other than Sartorius or its nominees. In addition, Sartorius shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software or firmware to its warranted condition.
- d) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Sartorius able or willing to offer Software, System and installations at the Prices.
- e) If Software is included in the Goods, the Customer (subject to payment of all invoices due) shall be granted a non-exclusive right to use the Software and its associated documentation. Said Software shall be provided for use with the Specific Goods. Use thereof on more than one system shall not be permitted. The Customer warrants that it shall not copy, revise or reverse engineer, decompile or disassemble the Software or convert from object code to source code. The Customer undertakes to refrain from removing the manufacturer's markings and in particular, copyright notices or to change these without the prior written consent of Sartorius. All other rights in and to the Software and the documentation, including copies thereof shall remain with Sartorius. The Customer is not entitled to sublicense the Software.
- f) Except as necessary to permit the Customer to possess and make use of the Goods, nothing in this Agreement grants the Customer a license in relation to Intellectual Property Rights in connection with the Goods.
- g) In relation to trademarks affixed to or incorporated within the Goods, use of the trade marks will be in accordance with this Agreement and with Sartorius's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks will accrue to the benefit of Sartorius (or its licensor) and at the request of Sartorius, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Sartorius or Sartorius's licensor as the case may be. The Customer undertakes not to apply to register or register the same trade mark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorised by Sartorius in writing, the Customer will not alter or remove such trademark from the Goods.

#### 10) TERMINATION

- a) This Agreement may be terminated immediately by either Party serving notice in writing to the other Party where: (i) the other Party commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of

receiving written notice to do so; or (ii) the other Party suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or negotiates with its creditors for rescheduling or its debts, appoints a receiver or administrator or passes a resolution for winding up or suffers any action similar to any of the above in any jurisdiction; or (iii) there is a material change in the management or control of the other Party.

- b) If this clause applies then, without prejudice to any other right or remedy available to Sartorius, Sartorius shall be entitled to cancel the Agreement or suspend any further deliveries under the Agreement without any liability to the Customer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 11) EXPORT TERMS

- a) In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Agreement is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- b) Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Customer and Sartorius) apply notwithstanding any other provision of these Conditions.
- c) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

#### 12) INSTALLATION SERVICES

- a) If agreed and detailed in the Quotation, Sartorius shall install the Goods, provided all necessary information relative to the installation of the Goods, in particular the location of installation and all drawings and any other relevant details, including all software interfaces, has been agreed between Sartorius and the Customer in good time to enable the installation to commence. The schedule of necessary information to be provided by each Party shall be agreed by the respective project leaders of each Party within one (1) month of the date upon which Sartorius accepts the Customer's order.
- b) Sartorius shall be entitled to vary the Price to cover any special transport, handling, hoisting costs or other costs of installation and to cover storage or other charges arising from delays by the Customer in preparing the installation site or in providing correct and complete information, instructions, licenses, consents and other times necessary for manufacture, modification, supply, dispatch, delivery or installation of the Goods.

- c) In those cases where it has been agreed that Sartorius shall install the Goods, the Customer shall, at its own expense (i) prepare the site; (ii) ensure reasonable working conditions; (iii) provide Sartorius with secure areas for storing materials and installation equipment; (iv) provide proper access to the site; (v) ensure the site is safe and certify the site to be free of chemical and biological hazards; (vi) provide all facilities specified by Sartorius prior to installation, including, without prejudice to the generality of the foregoing, supplying electricity, water, gas, compressed air, data networks, environmental controls, ventilation systems, adequate lifting gear and lighting.
- d) When requested by Sartorius, the Customer will complete and provide permits to work and use best endeavors to facilitate access to the site for Sartorius Representatives outside normal working hours where necessary. Sartorius will use reasonable endeavors, to the extent permissible under UK law to comply with any special site requirements of which it has prior written notice.
- e) Sartorius reserves the right to refuse to install the Goods where in its opinion the site and/or access has not been prepared or provide as above and shall not be liable for any loss, damage, or additional expense arising from such non-compliance.
- f) Except where Sartorius or its Representatives are negligent, the Customer shall hold Sartorius and its Representatives harmless from and against all claims, losses, damages, penalties and others brought against Sartorius resulting from personal injury or death which arise during installation.

13) **GENERAL**

- a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- b) No waiver by Sartorius of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- d) The Agreement shall be governed by the laws of England and be subject to the jurisdiction of the English courts.
- e) Each Party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may disclose such

Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such Party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a Party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction

- f) Each Party will comply with applicable bribery laws, including (but not limited to) Bribery Act 2010 relating to the prevention of bribery and corruption.

