

STANDARD TERMS AND CONDITIONS OF SALE

Aseptika Ltd (Aseptika)

1. **General**
 - 1.1 The terms and conditions set out below include the recitals, schedules and appendices as amended from time to time by Aseptika (and notified in writing to the Customer), together with the Quote (together the "Agreement")
 - 1.1.1 form part of every contract for the sale of Products from Aseptika to the Customer and apply to all dealings between Aseptika and the Customer; and
 - 1.1.2 are accepted either expressly in writing by the Customer or by the Customer placing an order with Aseptika in writing or via its website.
 - 1.2 Unless otherwise expressly notified by Aseptika in writing, the terms and conditions set out in this Agreement shall apply to all the Products sold by Aseptika to the Customer. Other than as set out expressly in this Agreement, all other terms and conditions whether written or verbal, express or implied, including any such terms pursuant to which a Customer makes an order or purports to make an order, are expressly excluded and shall not apply.
 - 1.3 This Agreement supersedes all prior agreement, arrangements and understandings between the parties in respect of the Products and constitutes the entire agreement between the parties relating to the Products (save that neither party seeks to exclude liability for the fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).
 - 1.4 No addition or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by the duly authorised representative of each of the parties.
2. **Interpretation**
 - 2.1 In this Agreement
 - 2.1.1 "Consumables" means the consumables specified as such in the Quote, including without limitation the Aseptika's sampling kits, tube welders and any other product it sells;
 - 2.1.2 "Equipment" means the laboratory equipment specified as such in the Quote or published on its website;
 - 2.1.3 "Group Company" means in relation to a company, any holding company of it and any subsidiary of any such holding company;
 - 2.1.4 "Products" means the Equipment, Consumables, Software and any other goods specified in the Quote or on its website;
 - 2.1.5 "Product Specification" means the specification and performance criteria of the Products subject to tolerances, limitations and exceptions stated therein, as described in the Users Manuals;
 - 2.1.6 "Quote" means the quotation (if any) by Aseptika to the Customer for the Products the Customer wishes to purchase;
 - 2.1.7 "Software" means the computer programs which we supply to you in connection with the Equipment;
 - 2.1.8 "Taxes" means duty, fee or charge imposed, from time-to-time, on the sale of the Products by any statute, legislative instrument or government authority;
 - 2.1.9 "Users Manuals" means the operating manuals, user instructions, technical literature and other documentation provided by Aseptika to the Customer for in the relation to the use of the Products;
 - 2.1.10 "VAT" means any value added tax or any other current or future sales tax.
3. **Quotations and Orders**
 - 3.1 Unless otherwise specified by Aseptika, Quotes are valid for thirty (30) days but are only invitations to the Customer to order from Aseptika directly or via its website.
 - 3.2 Orders are not binding on Aseptika unless the order (i) correctly refers to Aseptika' reference number stated on the Quote or the website (other than where no Quote is provided); and (ii) is accepted in writing by Aseptika.
 - 3.3 Once an order is accepted by Aseptika it may not be cancelled or suspended by the Customer except with the written agreement of Aseptika on the terms that the Customer shall promptly reimburse and indemnify and keep indemnified Aseptika in full for all loss, costs, damages, charges and expenses incurred by Aseptika as a

result of such cancellation, variation or suspension.

4. **Prices**

- 4.1 The price of the Products shall be the price as set out in the Quote, or, where no Quote has been provided, the price as set out in Aseptika' published price list from time-to-time on its website ("Price").
- 4.2 Unless expressly stated otherwise by Aseptika in the Quote, or otherwise expressly agreed in writing by Aseptika, the Price shall be in GBP£ (Pounds Stirling) irrespective of where the Products are delivered; and exclude VAT, Taxes, insurance, transport, storage or similar costs which (if any) shall be paid in addition by the Customer.

5. **Payment**

- 5.1 Unless the parties otherwise agree in writing, orders to a value greater than £4,000 or equivalent in US\$ or euros, shall require a deposit equal to: 50% of the Price which is due on acceptance of the order by Aseptika. The Goods will not be shipped to the Customer until such initial payment has been received. The remaining 50% of the Price is due on delivery of the Goods..
- 5.2 Unless expressly agreed otherwise by Aseptika, payment shall be made in the same currency as the Price (determined in accordance with clause 4).
- 5.3 Time shall be of the essence in respect of payment of the Price of the Products. If the Customer fails to make any payment when due then, without affecting any other remedies which it may have available to it, Aseptika may without liability to the Customer:
- 5.3.1 suspend any further deliveries to the Customer until paid; and/or
- 5.3.2 deduct outstanding sums from any sums owed by Aseptika to the Customer under this Agreement and retain any sums paid as deposit for the Products; and/or
- 5.3.3 require the Customer to pay any costs of storage of the Products; and/or
- 5.3.4 charge interest on any unpaid amount at a rate of eight percent (8%) above the base rate of Barclays Bank plc from time-to-time (both before and after any judgement) from the due date until payment is full is received; and/or
- 5.3.5 treat this Agreement repudiated and terminated.

6. **Delivery**

- 6.1 Delivery shall be subject to the receipt by Aseptika of the initial payment set out in Clause 5.1.
- 6.2 Delivery shall, subject to these conditions, take place FCA, <Address> destination (as defined in Incoterms 2000). Customer shall pay to Aseptika the cost of any insurance, transport, storage or other similar costs incurred by Aseptika.
- 6.3 Any delivery dates, requested or agreed, are estimates only. Aseptika may deliver early. Aseptika shall not be liable for any delay in delivery whether arising out of Aseptika's negligence or otherwise. The Customer shall reimburse Aseptika for any costs incurred (by way of storage, insurance, transport or otherwise) as a result of any variation of delay in delivery caused by any act of default of the Customer.
- 6.4 The Customer shall not terminate the Agreement by reason of any delay in delivery and/or any short risk.

7. **Risk and Title**

- 7.1 Notwithstanding clause 6, risk in the Equipment and Consumables shipped under this Agreement shall pass to the Customer on shipment by Aseptika.
- 7.2 Title to the Equipment and the Consumables shall remain with Aseptika until payment in full (including interest) has been received by Aseptika. The Software and all rights associated with it shall remain the property of Aseptika or its licensors.

8. **Aseptika's Warranties**

- 8.1 Aseptika warrants that the Equipment or Software, for a period of twelve (12) months after the date of delivery;
- 8.1.1 be reasonably free from defects in materials and workmanship ; and
- 8.1.2 conform in all material respects to the relevant Product Specification when under normal use by competent operators.
- 8.2 Aseptika warrants that the Consumables shall, for a period of three (3) months after the date of delivery or until the sterile packaging has been opened, whichever is earlier,
- 8.2.1 be reasonably free from defects in materials and workmanship; and

- 8.2.2 conform in all material respects to the relevant Product Specification.
- 8.3 The warranties in clauses 8.1 and 8.2 given by Aseptika shall not apply and Aseptika shall be under no liability in respect of any defect in the Products arising from:
- 8.3.1 the acts or omissions of persons other than Aseptika, Aseptika' personnel or Aseptika' agents, including but not limited to repairs, additions or charges made to the Products by the Customer or anyone else that is not authorised by Aseptika;
- 8.3.2 modification alteration, damage, or problems associated with the Customer's use that has not been authorised, validated and tested by Aseptika;
- 8.3.3 a failure to perform standard operating procedures and routine maintenance as specified in the User Manual;
- 8.3.4 the environmental conditions at the location of the Equipment;
- 8.3.5 the installation of software or applications (including modifications or upgrades to any Software) that is not authorised or approved by Aseptika;
- 8.3.6 the use of any consumables other than those which are specified for use with the Equipment in the User Manual;
- 8.3.7 the use of the Products integrated or interfaced with software or equipment not first authorised in writing by Aseptika;
- 8.3.8 any continued use of the Products after they exhibit signs of any defect or malfunction;
- 8.3.9 the use of or invasion by malicious software programs such as viruses;
- 8.3.10 carelessness, mishandling, operation errors, vandalism or unforeseen events.
- 8.4 The warranties in clause 8.1 given by Aseptika shall not apply if the total price for the Products has not been paid by the Customer by the due date.
- 8.5 Save for the warranty included in clause 8.3, Aseptika does not give any warranty that the Products are fit for any particular purpose, including but not limited to commercial, diagnostic or therapeutic use. Aseptika shall not be liable for any loss suffered by the Customer or for any claims by third parties arising directly or indirectly out of the Customer's use of the Products in any way, and the Customer shall indemnify Aseptika against all such claims by third parties and against all losses, costs, damages and expenses arising directly or indirectly from such claims.
- 8.6 Aseptika does not warrant that the Products will achieve any particular performance criteria.
- 8.7 Aseptika will at Aseptika' own discretion discharge in full any liability to the Customer under this warranty by repairing or replacing the relevant Products (or the part thereof) at no charge or by refunding to the Customer the price of the Products paid by the Customer (or the relevant proportion of the price).
9. **Liabilities**
- 9.1 Subject to clause 9.3 below, no liability of Aseptika to the Customer whether under this Agreement or otherwise in connection with the supply of the Products shall
- 9.1.1 exceed the price of the Products in respect of which the claim is made; or
- 9.1.2 extend to (i) any increased costs or expenses (ii) any loss of profit, business, contracts, revenues, anticipated savings or goodwill; or (iii) any loss which is special, indirect, consequential or economic or which, whether or not in practice it arises as a direct and natural result of a breach of this Agreement, was not at the time this Agreement was made a reasonably foreseeable result of such a breach.
- 9.2 Subject to clause 9.9 below and save as is expressly set out in this Agreement, all warranties or conditions of Aseptika, whether express or otherwise, are excluded to the fullest extent permitted by law and in no circumstances shall Aseptika be liable for any loss or damage arising out of or relating to the Agreement in any way whatsoever, whether direct or indirect (including loss of profit and goodwill) and whether arising through negligence, misrepresentation, breach of any statutory duty, or of any condition, warranty or other term (express or implied) of any Agreement or otherwise.
- 9.3 Nothing in this Agreement shall limit Aseptika' liability in respect of any claim for death or personal injury caused by the negligence of Aseptika or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 and which such regulation does not allow to be excluded or any other liability which may not be limited or excluded at law.
- 9.4 In the event of any claim arising in respect of claims made under the Consumer Protection Act 1987 the Customer shall:
- 9.4.1 promptly notify Aseptika of such claim or circumstance;
- 9.4.2 promptly provide such assistance to Aseptika and take such action as Aseptika may request to avoid, dispute, defend, mitigate, resist, appeal or compromise such claim or circumstance including

but not limited to allowing Aseptika to take full control of any proceedings or negotiations in connection with the claim; and

- 9.4.3 not settle or compromise not agree any matter in the conduct of any dispute, without the prior written approval of Aseptika.
- 9.5 The Customer shall be responsible for its compliance with all applicable laws and regulations relating to the safe handling of biological and chemical materials in connection with the use of the Products.
10. **Confidentiality**
- 10.1 Each party agrees that it shall maintain confidentiality (will not share or disclose to a third party) with respect to all the other party confidential information, particularly pricing information originating from Aseptika which should come or be brought to the Customer's attention.
11. **Software Licence**
- 11.1 The Customer is hereby granted a non-exclusive royalty free, non-transferable and non-sub-licensable licence to use the Software in connection with the Equipment only.
- 11.2 The Customer shall use the Software only in conjunction with the Equipment and in accordance with any instructions in the User Manual. The Customer shall not permit any Third Party to use the Software. The Customer shall effect and maintain adequate security measures to safeguard the Software from access or use by any unauthorised person, and shall notify Aseptika immediately if the Customer becomes aware of any unauthorised use of the whole or part of the Software by any Third Party.
- 11.3 No copies may be made of the Software without prior written consent of Aseptika save that the Customer may make a single back-up or archival copy. Such copies and the media on which they are stored shall be the property of Aseptika and the Customer shall ensure that any copy bears Aseptika' proprietary notices.
- 11.4 The Software Licence shall terminate automatically and immediately if the Customer fails to abide by the terms of this clause 11 or if the Agreement is terminated.
12. **Intellectual Property**
- 12.1 Save as expressly set out in this Agreement, the Customer shall not acquire, or seek to acquire by this Agreement or any activity under it, not represent in any way that it is entitled to, any rights, under or to any Aseptika Intellectual Property which, as between Aseptika and the Customer together with all goodwill attached thereto, is and shall remain the sole property of Aseptika.
- 12.2 The Customer shall not rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Equipment, Consumables or Software, or use, reproduce or deal in Aseptika Intellectual Property or any part thereof in any way save as expressly permitted by law or authorised in writing by Aseptika.
13. **Data Protection**
- 13.1 The parties shall comply at all times with its obligations under the Data Protection Acts 1994 and 1998 or legislation that replaces them in whole or in part (the "Act") and any other legislation relating to the protection of personal data including the data protection principles set out in the Act and with the guidelines and guidance notes issued from time-to-time by the Data Protection Commissioner (and any successor) and all other relevant authorities; and maintain all the necessary registration under the Act.
14. **Termination**
- 14.1 Without affecting any other rights and remedies Aseptika may terminate this Agreement and the licences granted pursuant to this Agreement (including but not limited to the Software Licence) forthwith if;
- 14.1.1 The Customer breaches any terms of, or purports to cancel, any contract with Aseptika; or
- 14.1.2 The Customer is unable to pay its debts within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or equivalent provision in another jurisdiction; or
- 14.1.3 Any step, action, application or proceeding is taken by or in respect of the Customer in relation to the whole of any part of its undertaking for a voluntary arrangement or composition or reconstruction of its debts or winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy.
- 14.2 If Aseptika terminates this Agreement under Clause 14.1, then without affecting any other rights and remedies it may have:
- 14.2.1 all sums outstanding shall be immediately due and payable; and
- 14.2.2 Aseptika may dispose of any Products in the possession of the Customer where title has not passed to the Customer; and

- 14.2.3 the Customer shall reimburse it for any loss or expenses incurred to it, including attorneys' fees, in connection with the Agreement; and
- 14.2.4 the Customer shall discontinue use and, as instructed by Aseptika, shall either destroy or return all copies of the Software and any documentation relating to the Equipment to Aseptika.
- 14.3 Termination of this Agreement, for whatever reason, shall not affect any of its provisions which are intended to continue to have effect after it has come to an end.
15. **Miscellaneous**
- 15.1 No notice to be given to Aseptika shall be effective unless given in writing and delivered by airmail (if appropriate) or first class post or by hand or by facsimile transmission (subject to confirmation by post within three (3) days) and received by Aseptika at its address stated on the first page of this Agreement or such other address as Aseptika may notify to the Customer in writing as its address for service. Notices sent by post will be deemed received 10 business days after posting.
- 15.2 No waiver by Aseptika of any breach of the Customer's obligations shall constitute a waiver of any other prior or subsequent breach and Aseptika' rights shall not be affected by any other delay, failure, or omissions to enforce or express forbearance granted in respect of any obligation of the Customer.
- 15.3 Aseptika may by itself or through any Aseptika Group Company perform and of its obligations or exercise any of its rights under this agreement.
- 15.4 The Customer may not assign, transfer or sub-contract any benefit or burden it has under this Agreement to any other party without the prior written consent of Aseptika.
- 15.5 If the whole or any part of any clause(s) of this Agreement is invalid, that invalidity shall not affect the validity of any other provision.
- 15.6 Save in respect of rights or obligations expressly stated to be given in favour of an Aseptika Group Company which shall accrue directly for their benefit, this Agreement is not intended by the parties to give rise to any right which is enforceable by any Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. No Third Party shall have any rights to approve any extension, waiver and/or amendment to this agreement.
- 15.7 This Agreement is subject to English Law. The parties agree that the English Courts shall have exclusive jurisdiction save that Aseptika shall retain the right to bring proceedings against the Customer in any other jurisdiction.
- 15.8 Customer is hereby put on notice that Aseptika Products have not been subject to regulatory review or approved by the Federal Drug Administration or any other Government agency, or otherwise approved under any statute, rule, law, or regulation for any purpose, research, commercial, diagnostic, medical or otherwise.