

STANDARD TERMS AND CONDITIONS of

The Native Antigen Company Ltd (NAC), a company incorporated under the laws of England, whose principal place of business is at Langford Locks, Kidlington, Oxford, OX5 1LH, United Kingdom

Revised and Applicable from 1 January 2018

1 DEFINITIONS In these Conditions: "NAC" means The Native Antigen Company Ltd; "Conditions" means the terms and conditions set out in this document and any other special conditions applicable to the relevant Service as notified by NAC to the Customer; "the Service" means the manufacturing, processing, development, validation, analysis, consultancy, or other services identified on the relevant invoice, statement of work or contract; "the Contract" means the contract for the supply of the Service made subject to these Conditions; "the Customer" means the company, firm or person to whom NAC may agree to provide the Service in accordance with these Conditions; "the Material" means any goods, product, material or component supplied by or on behalf of the Customer being the subject of the Service and all ancillary items; "the Price" means the sums payable by the Customer to NAC in respect of the Service; "the Product" means any product manufactured by NAC in the performance of the Service; and "the Report" means any written document, report or record prepared by NAC in connection with the Service.

2 GENERAL (a) Except where supplemented by any special conditions negotiated by NAC, the placing of an order by or on behalf of the Customer shall be deemed to be subject to these Conditions which the Customer is deemed to have accepted and which shall apply to the exclusion of any other provisions contained in any other document issued by or on behalf of the Customer and in particular, contained in any purchase order, request for service or acknowledgement sent by the Customer. These terms supersede and override any and all contractual terms and conditions of the other contracting party howsoever and whenever communicated. (b) No modification or amendment of these Conditions shall be binding unless agreed to in writing by a Director of NAC. (c) No order which has been accepted by NAC may be cancelled by the Customer except with the agreement in writing of NAC and on terms that the Customer shall indemnify NAC in full against all loss (including loss of profit), costs and expenses incurred by NAC as a result of or prior to cancellation.

3 PRICE The Price is exclusive of: (a) value added tax (if applicable), which shall be payable at the rate prevailing at the appropriate tax point; and (b) insurance in respect of postage and/or carriage of Material and/or Product, or during the presence of any Material at the premises of NAC.

4 PAYMENT (a) Unless otherwise agreed in writing, all sums due shall be paid by the Customer within 30 days of the date of NAC's invoice. Payment is to be made in USD, Euro or pound sterling. All payments should be made to The Native Antigen Company Ltd and sent to the address on the invoice, unless other credit transfer arrangements have been made with NAC in advance; (b) If payment is not made in accordance with clause 4(a), NAC, without prejudice to its other rights and remedies hereunder or in contract or tort, reserves the right to charge interest on the outstanding amount at the rate of 12% per month until the outstanding amount is paid (whether before or after judgement) calculated at a daily rate. Time of payment of any sum by the Customer to NAC under these Conditions is of the essence; (c) Failure to pay by the due date the Price or any part thereof and any other monies payable by the Customer hereunder or under any other contract with NAC also entitles NAC to refuse to provide any further Service under this Contract or under any other contract, and without NAC incurring any liability whatsoever to the Customer for any delay or otherwise; (d) The Customer shall pay all accounts in full and not exercise any rights of set-off, deduction, abatement or counter-claim against invoices submitted; (e) NAC shall be entitled to a general lien on the Material, Product, and /or Report for payment of all monies due and outstanding from the Customer on any account.

5 QUOTATION All prices and any payment terms will be notified by NAC in quotations which will remain valid, unless otherwise specified the quotation, for 30 days from the date of issue. Quotations may be withdrawn or amended by NAC before the end of their validity period, provided that they have not been accepted in writing by the Customer.

6 MODE OF TRANSPORTATION Unless stated otherwise the goods are offered Ex- Works. As such the customer will pay all transportation costs and bear the risk for bringing the goods to their final destination

7 RISK The Material shall remain at the Customer's risk at all times notwithstanding its presence at NAC's premises or use by NAC in the provision of the Service or otherwise. It shall be the sole responsibility of the Customer to insure the Material.

8 SUPPLY OF SERVICE (a) NAC will use its reasonable endeavours to perform the Service as soon as reasonably practicable or (where applicable) on or by any date previously agreed in writing by the parties. Any time or date (if any) stated for the provision of the Service is given and intended as an estimate only and shall not be of the essence. NAC shall not be liable in any way whatsoever for the consequences of any delay in its performance of the Service; (b) Unless otherwise stated in writing NAC shall be entitled to make partial provision of the Service; (c) Without prejudice to the terms of clause 7(a) in the event of any delay in the performance of the Service that is attributable to a cause outside NAC's control, NAC shall be under no liability whatsoever to the Customer.

9 CUSTOMER'S OBLIGATIONS (a) The Customer warrants and represents that: (i) the Material is not dangerous to persons or property and contains no hazardous or contaminating substances, save as has been notified in writing by the Customer to NAC at the time of or prior to receipt of such Material by NAC; (ii) all necessary safety guidance information (including but not limited to Material Safety Data Sheets) relevant to the Material has been provided to NAC; (iii) any licensing requirements relevant to NAC's use or handling of the Material have been communicated to NAC by the Customer (iv) the Customer is either the owner of the Material or is authorised by such owner to provide NAC with the Material for the purpose of the provision by NAC of the Service; and (v) the Customer is either the owner of, has rights in or is authorised by such owner of all goods, product, material or component forming the Material or any part of the Material entitling the Customer to order the provision of the Service in respect of the same; (b) The Customer shall indemnify NAC in respect of any loss, damage, claim, demand, cost or expense (including without limitation legal costs and expenses) or liability (including without limitation

infringement of any patent, copyright or any other intellectual property of any other person) arising from any breach of this clause 8 or from the provision of the Service or production of the Report by NAC.

10 TRADE MARKS ETC. The Customer shall not use, remove, alter, obscure or otherwise interfere with or act in any way as may be construed by NAC as infringing (or being detrimental to) any trade marks, copyright and other intellectual property rights belonging to NAC (or any third party) relating to the Service or any part thereof without the prior written consent of NAC.

11 EXCLUSION OF LIABILITY (a) NAC warrants that, to the best of its abilities and unless otherwise notified to the Customer, the Product will be manufactured in accordance with the Customer's requirements as stated in the order and/or statement of work, and that all statements made in the Report are accurate. NAC accepts no other liability or responsibility to the Customer or any third party whatsoever (whether caused by the negligence of NAC, its employees, or agents or otherwise) arising out of or in connection with the provision of the Service or performance of a Contract. In particular, but without prejudice in the generality of the foregoing NAC shall have no liability or responsibility whatsoever in respect of or in any way by reference to: (i) the suitability of the Material for the purpose(s) for which it is supplied by the Customer, the designation, handling, storage or transportation of the Material prior to its delivery to the laboratory of NAC, or its condition upon such delivery; (ii) any (or any alleged) lack of competence, negligence, failure or breach of duty on the part of any person engaged in or responsible for any of the activities or functions referred to in clause 10(a)(i) above whether or not such agent is described as an agent of NAC or otherwise, all such persons shall be deemed to be agents of the Customer and not to be agents or representatives in any capacity of NAC; (iii) the suitability of the Product for the purposes(s) for which it is intended for use by the Customer., in particular, except where expressly agreed in the statement of work, NAC shall not be responsible for the failure of the Product to meet any specifications, acceptance ranges or other criteria, whether these relate to testing carried out by Hybrid, the Customer or a third party; (iv) any harm or injury caused to any individual by the Product once received by the Customer, the responsibility for establishing safe handling, storage and control procedures for the Product's use once received by the Customer being entirely that of the Customer; (v) incorrect information or data supplied by the Customer relating to the Material, Service or Product; (vi) loss of or damage to the Material or Product when in the possession of NAC; (vii) delay in the provision of the Service or mis-delivery or non-delivery of any Product or Report; and (viii) the interpretation of the Report and/or the application of any results as stated and/or the accuracy of any advice based thereon; (b) In the event of any claim arising against NAC hereunder, NAC expressly excludes liability for any consequential loss or damage or any loss of value, profit, business, revenue, goodwill, yields, production or anticipated saving which may arise in respect of or in any way by reference to any Product, Report, analysis, advice or information given verbally by any person or contained in any Report, leaflet, book, pamphlet, brochure or any other document, whether prepared, published or issued by NAC or otherwise; (c) Notwithstanding the foregoing, nothing in these Conditions shall exclude or limit either party's liability for death or personal injury caused by that party's negligence or the negligence of its employees or agents.

12 TERMINATION Without prejudice to its other rights NAC shall have the right to cancel any Contract immediately if: (a) the Customer shall default in due performance or observance of any of its obligations under a Contract or any other contract between the Customer and NAC; or (b) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy is made in respect of the Customer's estate, or (the Customer being a company) a voluntary arrangement is proposed or approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the Customer's assets or undertaking, or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrator or to present a winding-up petition or make any winding-up order or the equivalent as may exist.

13 FORCE MAJEURE NAC shall not be liable for any delay, interference with or failure to provide the Service or any part thereof where such failure results directly or indirectly from circumstances beyond its reasonable control including but not limited to any failure by the Customer, power failure, breakdown or defects of instruments, apparatus and materials or order of any government authority.

14 ASSIGNMENT The Customer shall not assign or transfer or purport to assign or transfer any Contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the prior written consent of NAC. NAC reserves the right to transfer, assign or sub-contract the benefit and/or burden of this Contract.

15 PROPER LAW All Contracts made between NAC and the Customer and Services provided by NAC to the Customer shall be governed by and construed in accordance with English law and the Customer shall submit to the exclusive jurisdiction of the English Courts, including in relation to non-contractual disputes or claims that arise out of or in connection with these Conditions

