

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS BY ORIGIN SCIENCES LIMITED

- 1 **Application of Terms and Conditions:** These terms and conditions (as varied or supplemented in writing and signed by a duly authorised representative of the Supplier) apply to all contracts (each a “**Contract**”) between Origin Sciences Limited (the “**Supplier**”) and purchasers (each a “**Customer**”) for the sale and purchase of products including any product part (“**Products**”) to the exclusion of all inconsistent terms or conditions whether contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any of these terms and conditions shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier. In particular no representations, warranties or undertakings are made concerning the Products unless set out herein or confirmed in writing by an authorised officer of the Supplier. Any advice or recommendation is followed or acted on entirely at the Customer's own risk unless confirmed in writing by an authorised officer of the Supplier. Nothing in these conditions limits the Supplier's liability for fraudulent misrepresentation
- 2 **Basis of Sale:** The Customer confirms that (unless otherwise agreed with the Supplier) it is purchasing the Products for its own account and not for resale. Any Supplier quotation is valid for a period of 30 days only, and the Supplier may withdraw it at any time by notice to the Customer. Each order or acceptance of a quotation for Products by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that its order is complete and accurate. A binding contract shall not come into existence unless and until the Supplier issues a written order acknowledgement to the Customer, or the Supplier delivers the Products to the Customer (whichever occurs earlier). The quantity and description of the Products shall be as set out in the Supplier's acknowledgement of order or (if there is no acknowledgment of order) quotation. No order which has been acknowledged by the Supplier may be cancelled by the Customer, except with the written agreement of the Supplier and provided that the Customer indemnifies the Supplier in full against all loss, costs, damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 3 **Prices:** The price of the Products shall be as stated in the Supplier's acknowledgement of order, failing which shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's price list current at the date of acceptance of the order. All prices are exclusive of delivery, packaging, packing, shipping, carriage, training, maintenance and insurance, VAT and other charges and duties.
- 4 **Payment:** Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier may invoice the Customer for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by the Customer, or the Customer wrongfully fails to take delivery of the Products, and in either case the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Products are ready for collection. The Supplier shall invoice the Customer and the payment shall be made against delivery, whether or not title in the Products has passed to the Customer; the Supplier may require and advance payment on account. Time for payment of the price shall be of the essence of the Contract.
- 5 **Default in Payment:** If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Products then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier may (a) terminate the Contract or suspend any further deliveries of Products (whether ordered under the same contract or not) to the Customer; (b) appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer); (c) charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 10% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; (d) suspend all further manufacture, delivery, warranty and/or other service until payment has been made in full; (e) make a storage charge for any undelivered Products

at its current rates from time to time; (f) stop any Products in transit; and (g) exercise a general lien on all Products and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 30 days' notice in writing, to dispose of such Products or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding. All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract and without prejudice to any right to claim for interest under the law, or any right under the Contract. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

6 **Delivery of Products and Acceptance:** Unless otherwise agreed, delivery shall be ex-factory at the Supplier address set forth in the Contract, or (as applicable) such other address that the Supplier may (acting reasonably) direct. If agreed, the Supplier will deliver the Products to a carrier for on-shipment to the destination indicated by the Customer at the Customer's risk and cost. The Supplier shall use reasonable endeavours to deliver the Products on the date or dates specified in the Supplier's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Products and the Supplier is not liable for any delay in delivery, however caused. The Products may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer. Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request. If the Supplier is prevented from carrying out delivery on the specified date due to the Customer's default, the Supplier may levy reasonable additional charges to recover its loss arising from this event.

7 **Risk & Ownership:** The Customer shall be responsible for inspecting the Products within 7 days of delivery. The Customer shall be responsible for any damage, shortage or loss in transit, save to the extent arising from the Supplier's negligence, dishonesty or wilful misconduct. Any remedy under this condition shall be limited, at the option of the Supplier, to the replacement of any Products or refund of the purchase price where proven to the Supplier's satisfaction that Products have been lost or damaged arising from the Supplier's negligence, dishonesty or wilful misconduct.

Ownership of the Products shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full (in cleared funds) all sums due to it in respect of (a) the Products; and (b) all other sums which are or which become due to the Supplier from the Customer on any account. Until ownership of the Products has passed to the Customer, the Customer shall (a) hold the Products on a fiduciary basis as the Supplier's bailee; (b) store the Products (at no cost to the Supplier) in satisfactory conditions and separately from all other property of the Customer or that of a third party, so that it remains readily identifiable as the Supplier's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and (d) keep the Products insured on the Supplier's behalf for its full price against all risks to the reasonable satisfaction of the Supplier, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

The Customer's right to possession of the Products before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 14 (Termination) arise or if the Customer encumbers or in any way charges the Products, or if the Customer fails to make any payment to the Supplier on the due date. The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Products shall be borne by the Customer.

On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition shall remain in effect. The Supplier may appropriate payments by the Customer to such Products as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

- 8 **Export Terms:** Where the Products are supplied for export from the United Kingdom, the provisions of this condition shall (subject to any contrary terms agreed in writing between the Customer and the Supplier) override any other provision of these conditions. The Customer shall be solely responsible for complying with any legislation governing the importation and use of the Products into the country of destination and shall be responsible for the payment of any duties on it. The Supplier does not warrant or represent that any Products meet any quality or other regulatory requirements of the country of destination. The Customer shall be responsible for arranging for the testing and inspection of the Products at the Supplier's premises before shipment. The Customer acknowledges that the Products are subject to export administration regulations including sanctions, embargoes or foreign trade restrictions issued by European Community or the United States of America or any applicable national export law ("**EAR**") and warrant that it does and undertakes that it will comply with all applicable EAR. The Customer confirms that it has not been prohibited from participating in European Community or United States of America export transactions by any governmental or regulatory authority. The Customer confirms that (it will not export or re-export the Products directly or indirectly, and specifically not to any countries that are subject to European Community or United States of America export restrictions. If the Supplier has knowledge that an EAR violation has occurred or may occur, the Supplier may be prohibited from continuing to engage in transactions.
- 9 **Warranty:** The Supplier warrants to the Customer that at time of delivery to the Customer (a) the Supplier has good and marketable title to the Products free of all encumbrances; and (b) the Products conform in all material respects with their description and any applicable specifications listed on the Products, including any information on any Supplier label, certificate, instructions or other documentation included with the Product ("**Supplier Warranty**"). The Supplier Warranty is not transferable or available to any person other than the Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONDITION ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. THE SUPPLIER TAKES NO RESPONSIBILITY OF ANY RESULTS ACHIEVED OR DESIRED TO BE ACHIEVED USING THE PRODUCT. THE SUPPLIER MAKES NO OTHER WARRANTY OR REPRESENTATION AND (TO THE EXTENT PERMISSIBLE BY LAW) ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED FROM THE CONTRACT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10 **Product Defects:** In the event of any claim by the Customer under the Supplier Warranty, the Customer shall notify the Supplier in writing of the alleged defect. The Supplier shall not be liable for loss, damage or claim caused by improper use of the Products or use outside its normal application. The Supplier shall not be liable for any breach of the Supplier Warranty if (a) the Customer makes any use of Products after giving notice of a defect; or (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use or maintenance of the Products or (if there are none) good trade practice; or (c) the Customer alters or repairs the relevant Products without the written consent of the Supplier. The Supplier shall not be liable for a breach of the Supplier Warranty unless (a) the Customer gives written notice of the defect to the Supplier within seven (7) days of the earlier of delivery and the time when the Customer discovers or ought to have discovered the defect; and (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such Products and the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Supplier's cost for the examination to take place there.
- 11 **Liability of Supplier & Remedies:** The Customer's only remedy and the Supplier's only liability for any non-conforming Product (subject to the Customer's timely rejection) or any other failure by the Supplier to perform its obligations is at the election of the Supplier (a) replacement of the non-conforming Product within a reasonable period after return of the non-conforming Product in the same condition as received by the Customer; and (b) repayment of all amounts paid in respect of the non-conforming Product and cancellation of all amounts (if any) outstanding in respect thereof. Under no circumstances will the Supplier have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, or third party claims, or any indirect or consequential loss or damage, costs or expenses whatsoever, and howsoever arising.

Nothing herein shall exclude or in any way limit liability for death or personal injury caused by the Supplier's negligence; or liability for fraud or fraudulent misrepresentation; or any other liability which cannot be excluded by law.

- 12 **Intellectual Property Rights:** The Customer acknowledges that all intellectual property rights used by or subsisting in the Products are and shall remain the sole property of the Supplier or (as the case may be) such third party rights owner granting the relevant licence to the Supplier. The Supplier shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier. The Supplier's intellectual property rights in and relating to the Products shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such intellectual property rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 13 **Confidentiality and Supplier's Property:** The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and subject to obligations of confidentiality corresponding to those which bind the Customer. All Products design materials, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation. This condition 14 shall survive termination of the Contract, however arising.
- 14 **Termination:** Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if any Product has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if (a) the ability of the Customer to accept delivery of the Products are delayed, hindered or prevented by circumstances beyond the Customer's reasonable control; or (b) an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or (d) a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or (e) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or (f) the Customer ceases, or threatens to cease, to trade; or (g) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
- 15 **Force Majeure:** The Supplier reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Products ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

- 16 **Variation:** Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
- 17 **No Assignment:** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract
- 18 **Governing law & jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.