

Cambridge Epigenetix (CEGX) doing business as biomodal Terms of Sale – EMEA

These Terms of Sale ("Terms ") apply to your use of the Product described in the related Quote. BY ACCEPTING A QUOTE, ISSUING A PURCHASE ORDER, OR ACCEPTING DELIVERY OF, OR USING, THE PRODUCT, YOU AGREE TO THESE TERMS.

1. Definitions

1.1. In these terms ("Terms") the following expressions shall have the following meanings:

(a) "**Affiliate**" means (a) an organisation, which directly or indirectly controls a party to a Contract; (b) an organisation, which is directly or indirectly controlled by a party to a Contract; or (c) an organisation, which is controlled, directly or indirectly, by the ultimate parent company of a party. "**Control**" as per (a) to (c) means the beneficial ownership of more than fifty percent of the issued share capital of a company or having otherwise the legal power to govern the financial and the operating policies or to appoint the management of an organisation, and "**controls**", "**controlled**" and the expression "**change of control**" shall be construed accordingly.

(b) "**Buyer**" means the person, firm, company or other legal entity placing an order for Products with CEGX. A Buyer confirms that it is acting in the course of business and is not ordering the Products as a "consumer" as such term is defined in the applicable consumer protection laws.

(c) "**CEGX**" means Cambridge Epigenetix Limited, a limited company registered in England and Wales, with company number 08005377, with its registered office at B400, The Trinity Building Chesterford Business Park, Little Chesterford, Saffron Walden, England, CB10 1XL, or any of its Affiliates named in the Quote.

(d) "**CEGX Data Privacy Policy**" means CEGX's global data privacy policy available at <https://biomodal.com/privacy-policy/>

(e) "**CEGX IPR**" has the meaning given in Section 5.1.

(f) "**Confidential Information**" means any and all of the following information of CEGX (and/or its Affiliates) or Buyer (and/or its Affiliates) (each, a "**Disclosing Party**") that may be hereafter disclosed by or on behalf of a Disclosing Party in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by such Disclosing Party to the other party (the "**Receiving Party**"): (a) all information that is a trade secret under applicable trade secret law or other legal principles; (b) all information concerning product specifications, formulations, and other specific and proprietary product information, including pricing; and (c) all information concerning the business and affairs of the Disclosing Party that is marked as confidential, or a reasonable person would consider to be confidential. For purposes of these Terms, "**CEGX Confidential Information**" shall mean Confidential Information that is disclosed hereunder by or on behalf of CEGX and/or its Affiliates, and "**Buyer Confidential Information**" shall mean Confidential Information that is disclosed hereunder by or on behalf of Buyer and/or its Affiliates.

(g) "**Contract**" means a contract between CEGX and the Buyer for the sale and purchase of Products as further defined

in Section 2.3, below, which will be subject to these Terms.

(h) "**Consumables**" means CEGX-branded reagents and consumable items.

(i) "**Documentation**" means CEGX's user manual, package insert, and similar technical documentation, for the Product in effect on the date that the Product ships from CEGX. Documentation may be provided with the Product at time of shipment or provided electronically from CEGX.

(j) "**Force Majeure**" has the meaning given in Section 14.

(k) "**Improvement**" means all Intellectual Property Rights in any improvement, enhancement, modification or derivative of, or to, a Product.

(l) "**Intellectual Property Rights**" means any and all intellectual property and proprietary rights wherever in the world arising, whether registered or unregistered (and including any application for such rights), including copyright, rights in inventions, patents, petty patents, know-how, domain names, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, moral rights, database rights and rights in data, rights of publicity, rights to sue for passing off, semiconductor chip, topography rights, utility models, business names and domain names, contract rights and any other legal rights protecting data, information or intangible property throughout the world.

(m) "**Licence**" has the meaning given in Section 5.2.

(n) "**Product**" means any CEGX-branded product and material (or any part of them) offered for sale by CEGX at any time. Products may be Consumables or Software.

(o) "**Quote**" means a written quote for the sale of Products provided by CEGX to a Buyer issued in response to an enquiry in accordance with Sections 2.3 and 2.4.

(p) "**Shipping Address**" means the shipping address for the Products agreed by CEGX, as specified in the relevant Quote.

(q) "**Software**" means CEGX-branded software offered hereunder.

(r) "**Specification**" means the written specification for a Product as set out product documentation for the relevant Product at the time the Product ships from CEGX.

1.2. In these Terms, the following rules of construction apply:

(a) the headings in these Terms are for ease of reference only and they do not affect its construction or interpretation;

(b) any phrase introduced by the terms including, include, in particular, or any similar expression shall be illustrative only, and will not limit the sense of the words preceding those terms; and

(c) a reference to writing or written includes emails.

2. Ordering Process

2.1. Buyers may at any time request a Quote from CEGX, such request to include the type and quantity of Products that the Buyer wishes to purchase, any requested delivery date(s) and Shipping Address(es), and any other relevant information requested by CEGX. CEGX may at its sole discretion agree to provide a Quote in response to the request.

2.2. Each Quote will set out the total price for the requested

Products, the estimated delivery date(s), the Shipping Address(es), and any additional terms of purchase and other relevant information. Each Quote will constitute an offer to contract with the Buyer strictly on the terms of the Quote and these Terms, which shall be valid and open for acceptance by the Buyer for a period of 28 days from the date of the Quote. After the expiry of this Period, the original Quote will expire and the Buyer must request a new Quote if it wishes to purchase the requested Products. Rejection of any Quote by a Buyer will not constitute any counter-offer capable of acceptance by the CEGX.

2.3. If the Buyer wishes to accept a Quote, it will confirm this in writing to CEGX. Each Quote, however, shall only be deemed to be accepted when CEGX receives a copy of the Buyer's written purchase order in respect of the Quote issued by the Buyer, at which point a contract between CEGX and Buyer shall come into existence which will consist of the Quote and these Terms (the "**Contract**"). CEGX will promptly confirm receipt of the purchase order, and the formation of the Contract, to the Buyer in writing, and will confirm estimated delivery dates for the Products.

2.4. Each Contract will exclusively govern the ordering, purchase, supply, and use of the Products and constitutes the entire agreement between the parties in relation to the purchase of the Products specified in the relevant Quote. Any conflicting, amending and/or additional terms contained in any purchase orders, invoices, or similar documents all of which are hereby rejected and are null and void and CEGX's failure to object to any such terms shall not constitute a waiver by CEGX, nor constitute acceptance by CEGX of such terms and conditions. Third party products may be subject to additional terms and conditions. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of CEGX which is not set out in the Contract.

2.5. Marketing and other promotional materials relating to the Products are illustrative only and do not form part of the Contract.

2.6. No variation of these Terms or a Contract will be effective unless in writing and signed by the parties (or their authorised representatives).

3. Delivery; Shipment Terms; Title and Risk of Loss

3.1. All times, dates or periods given for the delivery of Products are estimates only and shall not be of the essence. CEGX will use reasonable endeavours to supply Products by any agreed delivery dates. CEGX will have no liability for any failure to deliver Products to the extent that such failure is caused by a force majeure event, the failure of the Buyer to make the Shipping Address available, or the Buyer's failure to provide CEGX with adequate delivery instructions or any other instructions that are relevant to the supply of Products.

3.2. Unless otherwise stated in the Quote, all shipments of Products are made Delivered At Place (DAP) (Incoterms 2020), to the Shipping Address specified in the Contract forming part of the Contract. In all cases, title (except for Software and third-party software) transfers to Buyer when Product is made available at such address.

3.3. The signature of an employee or agent of the Buyer at the

Shipping Address on CEGX's delivery note shall be conclusive proof of the delivery of Products.

3.4. If the Buyer fails to take delivery of Products on the date of delivery, CEGX will be entitled, at its sole discretion and without prejudice to its other rights, to either:

(a) store the undelivered Products at the Buyer's cost including and any additional costs of carriage incurred; or

(b) terminate the Contract with immediate effect and dispose of the undelivered Products in any manner CEGX decides.

3.5. CEGX reserves the right to deliver in instalments at its discretion. Where delivery is by instalment, each instalment shall be treated as a separate Contract and the failure by CEGX to deliver any one or more instalments, or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.6. The Buyer shall accept the supply of such quantity of Products (whether more or less) as reasonably approximates to the amount stipulated in the relevant Contract.

3.7. After delivery of a shipment of Products, it shall be the responsibility of the Buyer to promptly check Products for quantity and visible defects following delivery. Buyer shall have 3 working days of the date of delivery to determine whether the Products have been damaged in transit or fail to meet the quantities of Products ordered by written notice to CEGX.

3.8. If the Buyer fails to give notice under Section 3.7, but without prejudice to Section 10 (Warranties), the Products delivered will be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the Products, and all claims in respect of obvious defect or non-compliance with the Contract will be excluded.

3.9. If the Buyer has a valid claim for any defect, loss, damage or non-compliance with Section 3.7, CEGX's only obligations in respect of such defect, loss, damage or non-compliance shall be to:

(a) make good any shortage or non-delivery; and/or

(b) at its option replace the affected Products, or refund the price of the affected Products to the Buyer.

4. Price and Payment

4.1. The price payable for Products will price stated in the Quote. No discounts will apply unless agreed in writing by CEGX.

4.2. CEGX shall be entitled to increase the price for Products at any time prior to delivery to take account of increases in costs including (but not limited to): labor, overheads, transport, any factor beyond CEGX's control (including foreign exchange fluctuations, increases in taxes and duties), any request by the Buyer to change the delivery date or quantities of Products and any delay caused by any instructions of the Buyer or failure of the Buyer to give CEGX adequate or accurate information or instructions. Where CEGX increases the price under this Section 4.2, it will promptly notify the Buyer in writing. Price decreases may be considered with increased minimum order quantities as agreed by the parties in the Contract.

4.3. Product prices are exclusive of the cost of delivery, all sales, use, excise, value-added, withholding and all other taxes,

which will be calculated based on both the tax rates in effect on the date of shipment at the Shipping Address for the Product. Any amounts for tax listed on a Contract, if any, are for reference purposes only and are not binding on CEGX. In addition, all prices and other amounts payable to CEGX are exclusive of and are payable without deduction for any insurance, customs duties, tariffs, charges and expenses claimed or imposed by any governmental authority upon the sale of Product, all of which shall, unless otherwise specified in the Quote, be paid by the Buyer. In the event CEGX is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Buyer.

4.4. Buyer shall make payment for Products (including all additional costs) in full not later than 30 days from date of invoice for Products. CEGX will invoice each for the Products, or each instalment of the Products, as and when the Products are despatched by CEGX. If payment is made by wire or other electronic funds transfer, Buyer is solely responsible for any bank or other fees charged, and will reimburse CEGX for any such fees.

4.5. Unless otherwise stated in the Contract payment should be made in accordance with the payment instructions set out in the relevant invoice.

4.6. CEGX will determine payment terms on a per-order basis and may modify credit terms in its discretion. After acceptance of a Quote, where CEGX believes that the Buyer may not be able to fulfil its payment obligations, CEGX shall be entitled to request suitable security prior to delivery of Products.

4.7. If the Buyer fails to make any payment to CEGX when due, then in addition to any rights and remedies available under these Terms or at law:

(a) CEGX shall have the right to withhold delivery of any undelivered Products and stop any Products in transit; and

(b) all sums unpaid in respect of Products supplied under the Contract shall become immediately due and payable.

Unless CEGX expressly elects otherwise, any contract between CEGX and the Buyer for the supply of Products shall remain in existence notwithstanding any exercise by CEGX of its rights under this Section 4.7.

4.8. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly, or the maximum amount allowed by law, if lower, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgment. Buyer shall pay for all costs (including reasonable legal fees) incurred by CEGX in connection with the collection of late payments.

4.9. Each purchase order is a separate, independent transaction, and all amounts due under a Contract from Buyer to CEGX must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). CEGX may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by CEGX to the Buyer.

5. Intellectual Property Rights

5.1. All Products (excluding any third party products) are covered by one or more Intellectual Property Rights owned or licensed by CEGX (“**CEGX IPR**”). Unless expressly set out in the Contract, CEGX (or its licensors) retain all rights in CEGX IPR and any other Intellectual Property Rights in the Products, and in any Improvements made by the Buyer.

5.2. Under the Contract the Buyer is granted a limited non-exclusive, non-sublicensable, non-transferable, and non-assignable licence under the CEGX IPR to use the Products and any Improvements solely for internal research purposes (the “**Licence**”). Any use of any Product or Improvement not expressly permitted by the Licence (including, but not limited to, commercial sale, use in commercial services, or clinical use) is an unauthorised use and is strictly prohibited without prior written consent of CEGX.

5.3. The use of the Products in certain applications may require licences of additional rights from third parties. Full details of the permitted applications for each Product under the Licence are available on request from CEGX, and where applicable will be set out in the relevant Quote. In all cases, the Buyer should carry out appropriate due diligence and freedom-to-operate searches, as CEGX does not accept any liability under the Contract for infringement by a Buyer of any third party rights except to the extent the Buyer’s activities fall within the Licence.

6. Rights to Products on Purchase; Product Restrictions

6.1. The conditions and restrictions found in these terms and conditions are bargained for conditions of sale and therefore control the sale of and use of the Products by Buyer. Buyer agrees as follows:

(a) Authorised Uses of Products. Buyer agrees: (i) to only use the Product in accordance with the Product’s Documentation and Specifications and not to, nor authorise any third party to, use the Products otherwise, (ii) to use each Consumable only one time; and (iii) not to undertake any reformulation or reverse engineering of any Consumable’s formulation. The limitations in (ii) does not apply if the Documentation or Specifications for the Product expressly state otherwise.

(b) Software Licence Restrictions. Buyer agrees to not sell, rent, lease, loan, transfer or assign or otherwise dispose of any hardware or component thereof containing Software to any third party unless Buyer first erases or removes the Software. Buyer acknowledges that certain Software may be subject to additional terms and conditions. Buyer may not use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software, nor permit any other party to do any of the foregoing. Buyer may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Buyer may not (and may not attempt to) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software including without limitation any such mechanism used to restrict or control the functionality of the Software.

(c) Third Party Code. Buyer acknowledges that certain Software may be subject to additional terms and conditions. To

the extent third party code is included in Software and any term or condition of a third party licence applicable to such third party code directly conflicts with the terms and conditions set forth herein, the applicable term(s) or condition(s) of that third party Licence will be applicable only to that third party code and only to the extent necessary to remove the conflict.

(d) No onward sales by the Buyer. No other use is authorised, and Buyer shall not re-package, nor make or have made the Products, or resell components of the Products as a stand-alone product or as components in a stand-alone product nor use the Products to provide services to any third party (including any Affiliate of the Buyer).

7. Products for research use only

Buyer acknowledges that the Products are sold and intended for research use only. Products are not intended for any prognostic, therapeutic, diagnostic, or clinical use, and do not have the approval or clearance of any applicable regulatory authority (whether foreign or domestic), clearance or registration for any specific intended use, whether research, commercial, diagnostic or otherwise. Buyer is solely responsible for obtaining all requisite regulatory approvals and clearances and any other approvals, consents or other authorisations necessary for using such Products for any diagnostics purposes.

8. Confidentiality

In the event that the Parties exchange Confidential Information, the following terms shall govern.

8.1. Each Receiving Party of Confidential Information hereunder acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that, for a period of 5 years following the expiration or termination of a Contract, such Confidential Information (a) shall be kept confidential by the Receiving Party; (b) shall not be used for any reason or purpose other than in furtherance of Receiving Party's performance of its obligations hereunder; and (c) without limiting the foregoing, shall not be disclosed by the Receiving Party to any person or entity, except (i) in each case as otherwise expressly permitted by these Terms, (ii) with the prior written consent of an authorised representative of the Disclosing Party, or (iii) its employees, officers, directors, managers, and professional advisors who have a need to know such information to perform Receiving Party's obligations under a Contract and who are bound by a legal, ethical or contractual obligation at least as stringent as those contained herein to not use and keep confidential such Confidential Information.

8.2. Exclusions. The provisions of Section 8.1 above shall not apply to Confidential Information that: (a) the Receiving Party can prove was known to the Receiving Party or in its possession on a non-confidential basis and other than as a result of breach of confidence before that information was acquired from, or from some person on behalf of, the Disclosing Party; (b) is in or enters the public domain through no default of the Receiving Party provided that this Section 8.2(b) shall only apply from the date that the relevant Confidential Information enters the public domain; (c) the Receiving Party receives from a third party without obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; (d) is required to be disclosed by any applicable law to the extent of the required

disclosure; or (e) the Parties expressly agree in writing is not confidential or may be disclosed.

8.3. Legal Proceedings. If the Receiving Party becomes compelled in any legal proceeding or is requested by a governmental body having the requisite legal or regulatory jurisdiction and authority, to the extent it is lawful so to do, the Receiving Party shall provide the applicable Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate remedy or waive compliance with the provisions of this Section 8. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such governmental body; provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any person, entity or governmental body to whom any Confidential Information is so disclosed. The provisions of this paragraph do not apply to any legal proceedings between the Parties to these Terms.

8.4. Return or Destruction of Confidential Information. Upon expiration or earlier termination of a Contract, the Receiving Party shall promptly deliver to the Disclosing Party all Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information and certify such destruction in writing to the Disclosing Party; provided, however, that the Receiving Party may retain one copy of such Confidential Information in its legal department solely to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned. The provisions of this Section 8 shall continue to apply to any such documents and materials retained by the Receiving Party.

8.5. Survival. The provisions of this Section 8 shall continue to apply after termination of these Terms for whatever reason.

9. Data Privacy

9.1. CEGX and Buyer will each comply with all applicable laws relating to personal data.

9.2. CEGX will process all personal data provided to it by the Buyer in accordance with the CEGX Data Privacy Policy.

9.3. Buyer undertakes not to submit to CEGX any data, including any patient, medical or other protected health information or other non-public information about individuals or other data similar to the foregoing that is protected under foreign or domestic laws or regulations (collectively, "**Prohibited Data**"). Notwithstanding any other provision to the contrary, CEGX shall have no liability whatsoever under (a) the Contract, or (b) any laws, rules, regulations, or industry standards by which Buyer is required to comply, for any Prohibited Data submitted to CEGX in violation of this Section 9.3.

10. Warranties

10.1. CEGX warrants that all Products will, for a period of 90 days from the date of shipment:

(a) conform in all material respects to the Specification; and

(b) be free from material defects in design, material and workmanship.

10.2. The warranties in Section 10.1 will apply to any replacement Products provided under Section 3.9(b).

10.3. CEGX will not be liable for any failure of the Products to comply with Section 10.1:

(a) where such failure arises by reason of improper handling, storage, wear and tear, wilful damage, or negligence;

(b) to the extent caused by the Buyer's failure to comply with CEGX's instructions in relation to the Products;

(c) where any Product is modified without CEGX's prior written consent or, having received such consent, not in accordance with CEGX's instructions;

(d) Force Majeure events; or

(e) where the Buyer uses any of the goods after notifying CEGX that they do not comply with Section 10.1.

10.4. Procedure for Warranty Coverage. In order to be eligible for repair or replacement under this warranty Buyer must: (a) promptly contact CEGX's support department to report the non-conformance, (b) cooperate with CEGX in confirming or diagnosing the non-conformance, and (c) return the Product, transportation charges prepaid, to CEGX following CEGX's instructions or, if agreed by CEGX and Buyer, grant CEGX's authorised repair personnel access to the Product in order to confirm the non-conformance and make repairs.

10.5. Sole Remedy under Warranty. CEGX will, at its option, repair or replace non-conforming Product that is covered by this warranty, provided that CEGX can reasonably identify and confirm such nonconformance. The warranty period for repaired or replaced Consumables is 90 days from the date of shipment, or the remaining period on the original Consumables warranty, whichever is later. The preceding states Buyer's sole remedy and CEGX's sole obligations under the warranty.

10.6. LIMITATION ON WARRANTIES: Except for the express warranties set forth above, and to the extent permitted by law, CEGX makes no warranty whatsoever with respect to the Product (including any uses thereof), CEGX's performance or any technical assistance or information that it provides, including without limitation: (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by CEGX regarding use, selection, application or suitability of products shall not be construed as an express or implied warranty. Without limiting the generality of the foregoing, CEGX makes no claim, representation, or warranty of any kind as to the utility of the Product for Buyer's intended uses.

11. Indemnities

11.1. Indemnification by CEGX. Subject to these terms and conditions, including without limitation, Section 11.2 and Section 11.4 below, CEGX shall: (a) defend and indemnify Buyer against any third-party claim or action alleging that the Product when used in accordance with these terms and conditions infringes

the valid and enforceable Intellectual Property Rights of a third party, and (b) pay all settlements entered into, and all final judgments and costs (including reasonable legal fees) awarded against Buyer in connection with such infringement claim. If the Product or any part thereof, becomes, or in CEGX's opinion may become, the subject of an infringement claim, CEGX shall have the right, at its option, to (i) procure for Buyer the right to continue using the Product, (ii) modify or replace the Product with a substantially equivalent non-infringing substitute, or (iii) require the return of the Product and terminate the rights, Licence, and any other permissions provided to Buyer with respect to the Product and refund to Buyer the depreciated value (as shown in Buyer's official records) of the returned Product at the time of such return; provided that, no refund will be given for used-up or expired Consumables. This Section 11.1 states the entire liability of CEGX for any infringement of third party Intellectual Property Rights.

11.2. Exclusions to CEGX Indemnification Obligations. For the avoidance of doubt, CEGX has no obligation to defend or indemnify Buyer for any infringement claim to the extent such infringement arises from: (a) use of the Product in any manner or for any unauthorised use (in Section 6 and 7), (b) use of the Product in any manner not in accordance with the rights expressly granted to Buyer under these terms and conditions, (c) use of the Product in combination with any third party products, materials, or services (unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product), (d) Buyer's breach of any of these terms and conditions, or (e) use of stand-alone third party goods that may be acquired or used with the Products (each of (a) – (e), is referred to as an "**Excluded Claim**").

11.3. Indemnification by Buyer. Buyer shall defend and indemnify CEGX, its affiliates, their non-affiliate collaborators and development partners that contributed to the development of the Product, and their respective officers, directors, representatives and employees against any claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind (including reasonable legal fees), including without limitation, personal injury or death claims, and infringement of a third party's Intellectual Property Rights, resulting from, relating to, or arising out of any Excluded Claim.

11.4. Conditions to Indemnification Obligations. The parties' indemnification obligations are conditioned upon the party seeking indemnification ("**indemnified party**"): (a) promptly notifying the other party ("**indemnifying party**") in writing of such claim or action, (b) giving the indemnifying party exclusive control and authority over the defence and settlement of such claim or action, (c) not admitting infringement of any intellectual property right without prior written consent of the indemnifying party, (d) not entering into any settlement or compromise of any such claim or action without the indemnifying party's prior written consent, and (e) providing reasonable assistance to the indemnifying party in the defence of the claim or action; provided that, the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

12. Limitation of Liability

12.1. Nothing in these Terms limits or excludes the liability of either party:

(a) for death or personal injury caused by a party's negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) for any matter for which it would be unlawful for the parties to exclude or limit liability.

12.2. Subject to Section 12.1, neither party shall be liable for any indirect losses, however arising under a Contract, even if such losses were foreseeable and notwithstanding that a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.

12.3. Subject to Sections 12.1 and 12.2, each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of each Contract shall:

(a) With respect to breach of its obligations under these Terms in connection with Section 8 (Confidentiality) or a breach of its obligations regarding the Intellectual Property Rights of the other party shall be unlimited; and

(b) otherwise, be limited to 100% of the total amounts actually paid by Buyer to CEGX for the particular Product contained in the particular Contract directly giving rise to such liability.

13. Termination

13.1. Without prejudice to any other rights and remedies to which a party may be entitled, these Terms and any Contract may be terminated immediately by written notice by either party if:

(a) the other party commits a non-remediable material breach of a Contract;

(b) the other party commits a material breach of these Terms or the Contract and fails to remedy such breach within the period of 30 days from receipt of notification from the other party requiring such breach to be remedied,

(c) the other party persistently breaches these Terms or the Contract, or

(d) the other party is deemed to be unable to pay its debts as and when they fall due or the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or any analogous insolvency-related events in any jurisdiction.

13.2. Upon any termination or expiration of these Terms or a Contract:

(a) all rights and Licence granted to Buyer under these Terms will terminate unless otherwise negotiated with CEGX;

(b) all Fees then owed by Buyer will become immediately due and payable; or

(c) CEGX may do any, all, or any combination of the following: (i) cease performance, including without limitation, cease further shipments of Product, (ii) terminate any service contracts then in effect for affected Product, (iii) terminate any remaining product warranty for the affected Product.

13.3. The following Sections will survive termination or expiration of these Terms for any reason: 4 (Price and Payment), 6 (Rights in Product on Purchase); 5 (Intellectual Property Rights), 7 (Products for research use only), 8 (Confidentiality), 9 (Data Privacy), 12(Limitation of Liability), 13 (Termination), 14 (Force Majeure), 15 (Waiver), 16 (Illegal/Unenforceable Provisions), 17 (Notice), 18 (No third party beneficiaries), 22 (Governing Law and Jurisdiction).

14. Force Majeure

CEGX shall be entitled to delay or cancel delivery or to reduce the quantity of Products delivered if and to the extent such delay or failure results from any circumstances beyond its reasonable control, including but not limited to strikes, lock-outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of materials from normal sources of supply ("Force Majeure").

15. Waiver

The waiver by CEGX of any right, or the failure by CEGX to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by CEGX of that or any other right or provision.

16. Illegal/unenforceable provisions.

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision of part-provision of these Terms is deemed deleted under this Section, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Notices

17.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to CEGX at the CEGX Correspondence Address or to Buyer at its registered office (if it is a company) or Buyer's principal place of business (in any other case) or such other address notified to in writing in accordance with this Section 17.1.

17.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Section 18.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am (in the place of receipt) on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one working day (in the place of receipt) after transmission.

17.3. The provisions of this Section 17 will not apply to the service of any proceedings or other documents in any legal action.

18. No Third Party Beneficiaries

No person who is not a party to the Contract is entitled to enforce any of its terms.

19. Assignment and Sub-contracting

19.1. The Buyer shall not, without CEGX's prior written consent, assign, novate, transfer, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract to any other person, firm, company or third party. CEGX may assign, novate, transfer, sub-contract, mortgage or charge or deal in any other manner with all or any of its rights or obligations under the Contract to any third party.

20. Export Compliance.

The Products, any related technology, or information provided to Buyer may be subject to restrictions and controls imposed by applicable export control laws and regulations. Notwithstanding anything to the contrary in these terms and conditions, Buyer agrees not to export, re-export, transfer, distribute, release, or use the Products, any related technology, or information sold to Buyer into, any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

21. Healthcare Law Compliance.

Buyer acknowledges and agrees that as a healthcare company, CEGX, and CEGX's affiliates, may be required by applicable law and regulation ("**Healthcare Laws**") to disclose the existence of these terms and conditions, the terms herein including financial terms and the subject matter). CEGX agrees it, and its Affiliates, will disclose the least amount of information as possible in order to comply with such Healthcare Laws.

22. Governing Law and Jurisdiction

22.1. These Terms (and any Contracts) shall be governed by the laws of England & Wales, without regard to its choice of law principles. Each party agrees that the court or appropriate jurisdiction in England shall have exclusive jurisdiction to settle any dispute or claim under or in connection these terms and conditions or its subject matter or formation.