

TERMS AND CONDITIONS OF THE SALE OF PRODUCTS BY EXPEDEON

1. Definitions

1.1 In these terms and conditions (“**Terms**”) unless the context requires otherwise, the following words shall have the following meanings:

- (a) “**Fee**” means the amount payable by a Purchaser in respect of any Products to be supplied as detailed in Clause 3;
- (b) “**Licence**” means the non-exclusive licence to use certain patents owned by Expedeon as set out in Clause 4;
- (c) “**Expedeon**” means Expedeon Limited of Button End, Harston, Cambridgeshire, CB22 7GX;
- (d) “**Party**” means as the case may be Expedeon or the Purchaser and “**Parties**” means each of them;
- (e) “**Product**” means the product supplied to the Purchaser by Expedeon containing certain reagents and such other items as may be specified by Expedeon from time to time;
- (f) “**Purchaser**” shall mean the person requesting the Products together with any and all employees, consultants and agents of the Purchaser who shall be bound by these Terms;
- (g) “**Related Costs**” means any costs relating to the supply of the Product including delivery, packaging, VAT (or other sales tax), excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Expedeon and the Purchaser; and
- (h) “**Return Fee**” shall have the meaning given in Clause 3.6.

2. Application of the Terms

2.1 By ordering any Product from Expedeon, the Purchaser shall be deemed to have accepted these Terms. No variation of these Terms will be binding upon Expedeon unless agreed to in writing and signed by an officer or other authorized representative of Expedeon.

2.2 These Terms together constitute the entire agreement between the Parties relating to the supply and use of any Product to the exclusion of all other terms, including any terms implied by law which are capable of being excluded by contract. In entering into these Terms, neither Expedeon nor the Purchaser has relied on any statement or promise not expressly set out in these Terms.

3. Fees and supply of Products

3.1 The Fees payable for any Product shall be the price quoted by Expedeon on the invoice provided at the time of the supply of the Product. The price shall be stated exclusive of VAT. Any Related Costs shall be paid by the Purchaser in addition to the prices quoted or invoiced. If Expedeon is required to pay any Related Costs, the Purchaser shall reimburse Expedeon for them or, in lieu of such payment, the Purchaser shall provide to Expedeon, at the same time as a request for the Product is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. In particular, VAT shall not be charged on the invoice where the Purchaser is outside the United Kingdom or has supplied a copy of its VAT exemption certificate to Expedeon prior to the issue of the invoice.

3.2 On receipt by Expedeon of any form of request for Products acceptable to Expedeon (including any request submitted via Expedeon's website), Expedeon shall despatch to the Purchaser:

- (a) the number of Products requested;
- (b) a copy of these Terms; and
- (c) an invoice for the Fee and Related Costs.

The form of request received from the Purchaser shall constitute an invitation to treat. The despatch of the Product by Expedeon shall constitute an offer by Expedeon to the Purchaser to purchase the Product and the use by the Purchaser of the Product or the payment of the invoice (which ever is the earlier) shall constitute acceptance of Expedeon's offer by the Purchaser.

3.3 The Purchaser shall pay the Fee and any Related Costs to Expedeon on or before the expiry of 30 days from the date of the invoice. Where payment is made by credit card, the payment will be made in advance and shall be processed by Expedeon prior to the despatch of the Products. No title in the Products shall pass to the Purchaser until the Fee and any Related Costs have been actually received by Expedeon.

3.4 The Purchaser shall inspect the Products immediately on delivery and the Purchaser shall notify Expedeon as soon as practicable of any damage to the Products or any missing items. Any faulty Products returned to Expedeon within 30 days of the date of despatch will be replaced by Expedeon at no cost to the Purchaser.

3.5 If any order is cancelled by the Purchaser for whatever reason prior to the despatch of Products, Expedeon shall refund the Fee and any Related Costs paid by the Purchaser in advance. No refund will be made where the Products have been despatched.

3.6 Quality is important to Expedeon. If any Product does not perform as described on Expedeon's website or in the datasheet, instruction manual or guides

provided by Expedeon with the Product, and the Purchaser notifies Expedeon within 30 days of the date of despatch with brief details of the problem. Expedeon will determine whether the problem relates to the Product:

- (a) If Expedeon determines that the problem relates to the Product, Expedeon shall make such recommendations as it may deem appropriate to ensure that the Product performs as specified or a replacement Product or refund will be provided to the Purchaser;
- (b) In all other circumstances the Purchaser shall be responsible for remedying the problem or taking such other action as may be necessary to ensure that the Product performs and no replacement or refund shall be made. In particular, if the Purchaser does not provide details of their protocol or follow Expedeon's recommendations no replacement or refund will be provided.

3.7 If the Purchaser wishes to return any unwanted Products to Expedeon it may do so at no cost to Expedeon and provided that the Products are unopened and undamaged and are sent to Expedeon within 7 days of the date of receipt of the Product by the Purchaser. Expedeon may at its sole discretion accept any such returns. In respect of any Products accepted by Expedeon, Expedeon shall repay the Fee (subject to a reduction of 20%) and any VAT. All shipping, handling and packaging costs will be borne by the Purchaser. If the Purchaser paid by credit card any amounts payable to the Purchaser shall be credited to the Purchaser's credit card.

3.8 Reasonable technical support in respect of the use of Products shall be provided by Expedeon on the official Expedeon website and/or in instruction manuals and product guides supplied with the product. Additional limited product support may be provided by email or telephone during normal UK business hours.

4. **Patent Licence**

4.1 Certain reagents contained in the Product together with the method of use of the Product are covered by certain patents including GB290052, GB290167 and foreign equivalents together with other patents and pending patent applications which are owned by or exclusively licensed in certain fields to Expedeon.

4.2 The Purchaser of the Product is granted a non-exclusive licence under all the patents listed in Clause 4.1 above which is limited in the following ways:

- (a) the Purchaser may use the Product solely for its internal research relating to protein processing and analysis and may not re-sell the Product or any reagents whether in whole or in part to any third party;
- (b) this Licence is limited to use of the Product and expires upon exhaustion of the reagents contained in the Product; and

- (c) this Licence shall terminate immediately if the Product is used outside the scope of these Terms.
- 4.3 No other licence under the patents or any other intellectual property owned by or licensed to Expedeon is hereby granted whether expressly or by implication.

5. **Intended Use**

- 5.1 The Product is solely for use in *in vitro* research and is not intended, and should not be used, for any human or animal application, whether diagnostic, therapeutic or otherwise.

6. **Disclaimer of Warranties in relation to Products**

- 6.1 The Purchaser acknowledges that the Product is experimental in nature and consequently Expedeon hereby excludes all representations and warranties whether express or implied with respect to the Product, the reagents contained in the Product and use to be made of the Product and in particular, but without prejudice to the generality of the foregoing Expedeon does not represent or warrant:

- (a) that using the Product in accordance with the Licence will not infringe the intellectual property rights of any third Party;
 - (b) that using the Product will result in any particular outcome or that any particular results will be achieved; or
 - (c) that the Product is fit for any particular purpose other than the purpose(s) specified in Expedeon's instructions for this product.
- 6.2 The Purchaser acknowledges that no intended use for the Product was made known to Expedeon.
- 6.3 The Purchaser is responsible for using the Product correctly and shall use it in accordance with Expedeon's instructions for the Product.
- 6.4 In the event that the Product does not conform to the specifications set out in the instructions accompanying it or any other specification published by Expedeon, the Purchaser's sole remedy as against Expedeon shall, at Expedeon's election, be limited to the replacement of the Product or a refund of the purchase price paid for the Product.

7. **Expedeon's liability**

- 7.1 Expedeon accepts no liability to any Party, whether in contract, tort, negligence, for breach of statutory duty or otherwise, for any:
 - (a) loss of profits, business, contracts, anticipated savings, goodwill, loss of business, loss of revenue; or

(b) any indirect or consequential loss or damage whatsoever, arising out of, or in connection with, the Licence or the subject matter of the Licence or use of the Product.

7.2 Expedeon accepts no liability for damage or loss resulting from incorrect handling of the Products.

7.3 Nothing in these Terms shall exclude or limit Expedeon's liability for fraud or for death or personal injury arising as a result of Expedeon's negligence. In all other cases, Expedeon's liability in respect of each single incident giving rise to a claim against Expedeon, its employees or agents, shall be limited to a sum equivalent to the purchase price of the Product.

8. **General**

8.1 A person who is not a Party to the Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms, but this shall not affect any right or remedy of a third Party which exists or is available apart from that Act.

8.2 The Purchaser may not assign or otherwise transfer the benefit of these Terms.

8.3 Expedeon may assign and/or subcontract its obligations under these Terms.

8.4 Expedeon shall not be liable to the Purchaser for any delay in the supply of any Product if (and to the extent that) such delay is caused by any circumstances beyond its reasonable control.

9. **Governing Law and Jurisdiction**

9.1 These Terms shall be governed by English law.

9.2 The Purchaser and Expedeon submit to the exclusive jurisdiction of the English Courts.