

Please read these Terms and Conditions carefully. These are the general terms and conditions governing how your organisation would provide products or services to Fera Science Limited.

FERA SCIENCE LIMITED

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

These Terms and Conditions may only be varied with the written agreement of Fera. No terms or conditions put forward at any time by the Supplier shall form part of the Agreement.

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation contained in SCHEDULE ONE (DEFINITIONS AND INTERPRETATION) shall apply to this Agreement.

2. APPOINTMENT

- 2.1. In consideration of the Supplier providing the Services in accordance with this Agreement, Fera shall pay to the Supplier the Price.
- 2.2. The Supplier acknowledges that, in entering into this Agreement, no form of exclusivity or volume guarantee has been granted by Fera for Services and that Fera at all times is entitled to enter into other contracts and arrangements with other suppliers for services (including for the Services).
- 2.3. This Agreement is a contract for services and is not a contract of employment.

3. REPRESENTATIONS

- 3.1. Each Party makes the following representations and warranties to the other:
 - a) It has full capacity and authority to enter into and perform its obligations under this Agreement;
 - b) this Agreement is executed by its duly authorised Representative; and
 - c) it has not committed and will not commit any fraud by entering into this Agreement.
- 3.2. The Supplier warrants and represents that it has understood the nature and extent of the Deliverables and satisfied itself in relation to all matters connected therewith, including the supply of and conditions affecting labour, the suitability of the premises where the work is to be carried out and any Equipment necessary to perform its obligations as required by this Agreement.

4. TERM

This Agreement shall commence on the Effective Date and shall remain in full force and effect until the later of:

- a) the expiry or termination of the Main Agreement;
- b) termination of this Agreement in accordance with its terms or by operation of Law;
- c) Fera's written confirmation that all Deliverables have been delivered and accepted,

unless otherwise extended by the Parties in accordance with clause 1320.2.

5. PERFORMANCE

- 5.1. Timely supply of Deliverables shall be of the essence of this Agreement, including in relation to commencing supply within the time agreed or on specified date(s).
- 5.2. The Supplier will provide the Services in accordance with the provisions of this Agreement, including any protocols, standards, policies, or other documents incorporated by reference therein.
- 5.3. The Supplier shall provide all Equipment necessary for the performance of the Services.
- 5.4. The Supplier shall be responsible for the accuracy of all drawings, documentation and Information supplied to Fera in connection with the supply of Deliverables and shall pay Fera any extra costs occasioned by any discrepancies, errors or omissions therein.

5.5. The Supplier shall:

- a) obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) necessary to enable the provision of the Deliverables;
- b) provide Fera with such assistance as it may reasonably require in connection with the management and administration of this Agreement;
- c) the Supplier shall at all times comply with any identified quality standards and shall maintain accreditation with relevant authorisation bodies.

5.6. Warranties. In respect of Services, the Supplier grants to Fera the following warranties:

- a) Services will be performed exercising reasonable skill and care;
- b) The Supplier shall deploy sufficient numbers of suitably qualified and experienced personnel as required to complete delivery of the Services and shall ensure that those personnel are properly managed and supervised.
- c) Services will be performed in material conformance with the specification;
- d) Services will be performed in accordance with Good Scientific Practice and in accordance with applicable Laws

5.7. Records. The Supplier shall keep and maintain data and records generated from the delivery of the Services in accordance with good scientific practice and for a period of six (6) years following termination or expiry of this Agreement;

5.8. Personnel

- a) The Supplier shall provide Fera (upon request) such particulars reasonably required of Supplier Representatives engaged in delivery of the Deliverables.
- b) Upon request, the Supplier shall provide a list of Representatives and subcontractor personnel who may require admission to Fera's premises in order to provide the Deliverables. Fera's decision as to whether any person is to be refused access to its premises shall be final and conclusive.
- c) An act or omission of the Supplier's Representative which results in a Default shall be deemed to be the default of the Supplier.
- d) If Fera (acting reasonably) believes that any Supplier Representatives (including Key Personnel) are unsuitable to undertake work in respect of this Agreement, it may direct the Supplier to end the involvement of such Representative(s) and/or assign an appropriate Representative to supervise such work or take over the role of the Representative so deemed as unsuitable (at the Supplier's expense).

5.9. Key Personnel

- a) The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Deliverables.
- b) Key Personnel shall not be released from supplying the Deliverables without Fera's written agreement, except for long-term sickness, statutory leave, termination of employment, and other extenuating circumstances; or where Fera has requested the removal of such Key Personnel in accordance with clause 5.8.d).
- c) Any replacements to Key Personnel shall be subject to Fera's written agreement. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the provision of the Deliverables.
- d) Fera shall not unreasonably withhold its agreement to changes in Key Personnel. Such agreement may be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on this Agreement which could be caused by a change in Key Personnel.

5.10. Inspection

- a) The Supplier shall (on request):
 - (i) provide Fera with samples of Goods for evaluation and approval (at the Supplier's cost and expense); and/or
 - (ii) permit Fera (or its nominated Representative(s)) to enter the Supplier's premises to inspect and examine:
 - a. the manner in which the Supplier supplies the Deliverables; and/or
- b) the facilities and Equipment used by the Supplier in the provision of the Deliverables and to inspect and take samples of raw materials, packaging and Goods.
- c) Inspections shall be carried out during business hours on reasonable notice, provided that, in the event of an emergency, the Supplier shall grant Fera immediate access to its premises. The Supplier shall provide free of charge all such reasonable access and facilities as Fera may reasonably require for such inspection and examination.
- d) If following an inspection or evaluation, Fera reasonably considers that the Deliverables are not or are not likely to be as warranted under this Agreement, Fera shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Deliverables are or will be as so warranted. Fera shall have the right to re-conduct inspections and/or request or take further samples after the Supplier has carried out its remedial actions.

5.11. Default

- a) Where (in the reasonable opinion of Fera) the Supplier has committed a Default, then Fera may give the Supplier a notice specifying the way in which his performance falls short of the requirements of the Agreement or is otherwise unsatisfactory.
- b) Where the Supplier has been notified in accordance with Clause 5.11.a) Fera may:
 - (i) direct the Supplier, to remedy the failure at his own expense within such time(s) as may be specified by Fera; and/or
 - (ii) withhold or reduce payments to the Supplier, in such amount as Fera reasonably deems appropriate in each particular case.
- c) If, having been notified of any failure, the Supplier fails to remedy it in accordance with Clause 5.11.b)(i) Fera may treat the continuing failure as a material breach of the Agreement for the purpose of clause 18.1.e)
- d) If the Supplier fails to deliver the Deliverables within the timescales contained in this Agreement (other than as a direct result of the Default of Fera), Fera is released from any obligation to accept and pay for the Deliverables and may terminate this Agreement, in either case without prejudice to its other rights and remedies.

5.12. Licence to occupy.

- a) Any premises made available to the Supplier by Fera under this Agreement shall be provided free of charge and shall be used by the Supplier solely for the purposes of performing the Agreement. The Supplier shall have the use of such premises as a non-exclusive licensee and shall vacate the same upon completion or determination of the Agreement, or upon request.
- b) The Supplier shall limit access to Fera's premises to such of its Representative(s) as is necessary to enable it to perform its obligations, and the Supplier shall ensure that its Representatives co-operate with third parties working concurrently on Fera's premises.
- c) The Supplier shall procure that its Representatives attending Fera's premises comply with all reasonable instructions (including those which relate to security arrangements) from Fera's Representatives in control of those premises.
- d) The Supplier shall pay for the cost of making good any damage caused by its Representatives (other than fair wear and tear or where purposefully occurring as a result of the method of delivering the Deliverables by agreement between the Parties).

5.13. Supplier Equipment

- a) The Supplier shall provide all Equipment unless otherwise agreed by Fera in writing.
- b) Equipment brought onto Fera's premises shall be at the Supplier's risk and Fera shall have no liability for any loss of or damage to Equipment unless the Supplier can demonstrate that such loss or damage was caused or contributed to by Fera.
- c) The Supplier shall provide for the delivery of Equipment to Fera's premises and the removal of Equipment when no longer required, at its sole cost.
- d) Unless otherwise agreed, Equipment brought onto Fera's premises will remain the property of the Supplier.
- e) If the cost of any Equipment is reimbursed to the Supplier, such Equipment shall be considered to be Fera Property. The Supplier will keep (and make available on request) an inventory of such Fera Property.
- f) The Supplier shall, at Fera's written request, at its own expense and as soon as reasonably practicable:
 - (i) remove immediately from Fera's premises any Equipment which in the reasonable opinion of Fera is, either unduly hazardous, noxious or not in accordance with the Agreement; and
 - (ii) replace such item with a suitable substitute item of Equipment.
- g) On completion of the provision of Deliverables, the Supplier shall remove Equipment and leave Fera's premises in a clean, safe and tidy condition unless otherwise agreed by Fera. The Supplier is solely responsible for making good any damage to Fera's premises (or any objects contained thereon) other than fair wear and tear, which is caused by the Supplier or its Representatives (unless such damage is a result of the Deliverables as agreed by the Parties).

5.14. Fera Property

- a) Fera Property shall be and remain the property of Fera and the Supplier irrevocably licenses Fera and its Representatives to enter any of the Supplier premises during normal business hours on reasonable notice to recover such Fera Property. The Supplier shall not in any circumstances have a lien or any other interest on Fera Property and the Supplier shall at all times possess Fera Property as fiduciary agent and bailee of Fera.
- b) The Supplier shall take all reasonable steps to ensure that the title of Fera to Fera Property and the exclusion of any lien or other interest are brought to the notice of its Representatives and sub-contractors and shall, at Fera's request, store Fera Property separately and ensure that it is clearly identifiable as belonging to Fera.
- c) The Supplier shall use Fera Property solely in connection with this Agreement and for no other purpose without prior written approval.
- d) The Supplier shall be liable for all loss of, or damage to, the Fera Property (excluding fair wear and tear or as an agreed purposeful result of delivering the Deliverables), unless such loss or damage was directly caused by Fera. The Supplier shall inform Fera immediately of becoming aware of any defects appearing in, or losses or damage occurring to Fera Property
- e) The Supplier shall maintain Fera Property in a clean, safe and serviceable condition and in accordance with the instructions of Fera.
- f) Fera Property shall remain the property of Fera and the Supplier shall use such Fera Property solely for the purpose of delivering the Deliverables and for no other purpose.
- g) The Supplier shall ensure that title in Fera Property is brought to the attention of any third party dealing with it.

- 5.15. Each warranty granted by the Supplier in this clause 5 (PERFORMANCE) shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation, warranty or any other undertaking in this Agreement.
- 5.16. If at any time the Supplier becomes aware that a representation or warranty given by it under this clause 5 (PERFORMANCE) has been breached, is untrue or is misleading, it shall immediately notify Fera of the relevant occurrence in sufficient detail to enable Fera to make an accurate assessment of the situation

6. GOODS

- 6.1. Warranties. The Supplier warrants that Goods supplied to Fera shall:

- a) conform to the relevant specification and, where applicable, with any sample approved by Fera;
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Fera or made known to the Supplier by Fera;
- c) be free from defects in design, material and workmanship and be fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by Fera; and
- d) comply with all applicable Laws.

- 6.2. Delivery

- a) The Supplier shall arrange for delivery of Goods to Fera on mutually-agreed date(s) during a Working Day and during Fera's standard working hours.
- b) Delivery shall occur when the Goods are removed from the transporting vehicle at Fera's nominated premises. If Goods are collected by Fera, the point of delivery shall be when the Goods are loaded on the Fera's vehicle.
- c) Delivery shall include the unloading, stacking or installation of the Goods by the Supplier's Representative(s) at such place(s) as Fera shall reasonably direct.
- d) Access to Fera's premises and any labour and equipment that may be provided by Fera in connection with delivery shall be provided without acceptance by Fera of any liability whatsoever to the extent permitted by Law.
- e) Fera shall be under no obligation to accept or pay for Goods supplied earlier than the date for delivery agreed in writing.
- f) Fera is under no obligation to accept or pay for Goods delivered in excess of the quantity ordered. If Fera elects not to accept such over delivered Goods, it shall give notice to the Supplier to remove them within five (5) Working Days and to refund to Fera any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which Fera may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by Fera.

- 6.3. Risk and title

- a) Risk in Goods shall pass to Fera at the time of delivery.
- b) Title to Goods shall pass to Fera at the earlier of (i) the time of delivery; or (ii) payment.

7. LIMITATION OF LIABILITY

- 7.1. Nothing in this Agreement shall seek or purport to exclude or limit the liability of either Party for:
- a) death or personal injury caused by its negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) breach of obligations implied by Part II of the Supply of Goods and Services Act 1982;

- d) breach of clause 11.3; and
 - e) any matter for which it would be illegal to exclude or limit liability.
- 7.2. Subject to the other provisions of this clause 7 (LIMITATION OF LIABILITY) the maximum aggregate liability of Fera (and its Group) to the Supplier (and its Group) under or in connection with this Agreement, whether arising under contract or by way of indemnity, negligence (including negligent breach of contract) or other legal theory shall not exceed the greater of: (a) the Price; and (b) £10,000 (ten thousand pounds).
- 7.3. Neither Party shall be liable to the other Party for any consequential, indirect or special Loss however arising in connection with this Agreement.
- 7.4. The Supplier shall indemnify Fera against Loss arising out of or in connection with:
- a) The Supplier's Breach Of Clauses 9 (CONFIDENTIALITY), 11 (COMPLIANCE WITH LAW), 12 (INTELLECTUAL PROPERTY RIGHTS), Or 13 (INTELLECTUAL PROPERTY INFRINGEMENT); or
 - b) any Claims made against Fera by a third party arising out of, or in connection with, the Supplier's Default.
- 7.5. The Supplier shall be liable to Fera for any Claim made against Fera and/or Losses suffered by Fera arising from torts committed by the Supplier's Representatives whilst on Fera premises.

8. INSURANCE

- 8.1. The Supplier shall hold and maintain such insurance as required by Law, including employer's liability insurance in respect of its Representatives.
- 8.2. For the duration of this Agreement and for a period of six (6) years thereafter, the Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of the risks arising out of its obligations under this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 8.3. The Supplier shall give Fera on request, copies of all insurance policies held in respect of this clause 8 (INSURANCE) or a broker's verification of insurance to demonstrate that any such cover is in place.
- 8.4. The provisions of insurance (or the amount of cover) shall not relieve the Supplier from its liabilities under this Agreement.

9. CONFIDENTIALITY

- 9.1. Each Party shall in respect of any Confidential Information received by it under this Agreement:
- a) only use such Confidential Information for the purposes of this Agreement;
 - b) treat such Confidential Information as confidential and not at any time for any reason disclose or permit it to be disclosed to any person other than in accordance with the terms of this Agreement;
 - c) disclose such Confidential Information only to those of its Representatives who need to know such Confidential Information and who are under a duty of confidentiality to the receiving Party at least as stringent as the obligations contained in this clause 9 (Confidentiality); and procure that such Representatives are informed of the confidential nature of the Confidential information; and
 - d) protect such Confidential Information with at least the degree of care that it applies to its own Confidential Information (and in any event with no less than a reasonable standard of care).
- 9.2. The provisions of clause 9.1 shall not apply to Information which, in respect of the receiving Party:
- a) is at the time of receipt (or which subsequently becomes) available to the public other than through a breach of this Agreement;

- b) is lawfully disclosed to that Party by a third party without restriction on its use or disclosure;
- c) is independently developed by that Party;
- d) is in the possession of or known by that Party prior to its receipt from the disclosing Party; or
- e) is disclosed to the extent necessary to comply with the Law, provided that the Party making such disclosure shall give the other Party written notice not less than 2 (two) Working Days in advance of such disclosure (unless such notice would itself be contrary to Law).

9.3. Each Party agrees that damages would not be an adequate remedy for any breach of this clause 9 (CONFIDENTIALITY). Without prejudice to any other remedies the remedies of injunction, specific performance and other equitable relief shall be available in connection with any actual or threatened breach of this clause 9 (CONFIDENTIALITY) and no proof of special damages shall be necessary.

10. PRICE AND PAYMENT

10.1. In consideration of the Supplier performing its obligations in accordance with the provisions of this Agreement Fera shall pay the Price for the Deliverables. The Price shall:

- a) be inclusive of all travel, subsistence and other costs and expenses of the Supplier and Supplier Personnel, all packaging material, packing, shipping, loading, carriage, insurance and delivery of the Deliverables to the Delivery Location and any duties, imposts, levies or taxes other than VAT;
- b) be exclusive of VAT which will be added to the sum in question at the rate and in the manner prescribed by law; and
- c) not be adjusted to take account of any inflation, change in exchange rate, change in laws, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or the Subcontractors of the performance of the Supplier's obligations.

10.2. The amount(s) to be paid for the Deliverables shall not exceed the Price except with Fera's express prior written agreement in accordance with clause 20.2.

10.3. The Supplier may invoice Fera for the Deliverables (if the Deliverables have been delivered to Fera in accordance with this Agreement and have not been rejected by Fera) in accordance with the payment dates referred to in the Purchase Order or, if no specific dates have been referred to or agreed in the Purchase Order, on, or after the first Business Day of the calendar month following the calendar month in which they were incurred. Subject to the Supplier complying with the provisions of this clause 10, Fera shall pay undisputed invoiced amounts within thirty (30) calendar days to the bank account details notified by the Supplier to Fera.

10.4. In order to be valid, invoices issued by the Supplier must:

- a) be valid tax invoices for the purposes of VAT legislation and be invoiced in pounds sterling;
- b) not be issued before a Purchase Order is submitted by Fera;
- c) identify the Supplier; reference the Purchase Order number and specify the Deliverables to which the invoice relates;
- d) be sent to supplier.invoices@fera.co.uk or such other address as may be notified to the Supplier from time to time;
- e) include any necessary information to support the invoiced amount; and
- f) be in any form requested by Fera which may include the use (at the Supplier's cost) of Fera's preferred electronic invoicing system through Fera's then current service provider, as notified to the Supplier from time to time.

10.5. If Fera disputes any sum included in a valid invoice it shall notify the Supplier of the dispute and the amount to which it relates. The Supplier shall promptly issue a credit note for the disputed

amount and VAT thereon and issue an invoice in the amount of the undisputed sum. Fera shall pay any undisputed balance of the invoice in accordance with this clause 10. If resolution of any dispute results in Fera agreeing to make payment to the Supplier, the Supplier may invoice the agreed amount to Fera and Fera shall be obliged to pay the invoice in accordance with this clause 10.

- 10.6. If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent per annum over the Bank of England bank rate from time to time.
- 10.7. Fera may set off against any liability arising under this Agreement any liability which it reasonably believes to be due from the Supplier to Fera (whether or not the exact amount of such liability has been finally determined).
- 10.8. The Supplier shall not be entitled to invoice Fera, and Fera shall not be obliged to pay the Supplier, for Deliverables that are not invoiced within three months of the date on which the Deliverables could have first been included in an invoice.

11. COMPLIANCE WITH LAW

11.1. General.

- a) Each Party in performing its obligations under this Agreement will comply with applicable Laws and neither Party shall expect or demand that the other Party performs any act or omission that would (in that Party's reasonable opinion) cause it to infringe any Law.
- b) Each Party shall remain primarily responsible for the compliance by its Representatives and suppliers with applicable Laws.

11.2. Modern Slavery. Notwithstanding the generality of clause 11.1.a), each Party shall perform its obligations under this Agreement in compliance with (and shall ensure that its Representatives and suppliers comply with) the Modern Slavery Act 2015.

11.3. Bribery and corruption.

- a) Each Party warrants to the other that it shall not, and that its Representatives shall not, induce, do or agree to do any other act, failure to act or thing in connection with this Agreement that contravenes any Law relating to anti-bribery and corruption or anti-money laundering, including: (i) the Ethical Legislation; and (ii) in the case of a Public Official, any Law applicable to the Public Official in their capacity as such.
- b) Each Party shall maintain policies applicable to its Representatives that are designed to prevent them from contravening the Ethical Legislation, including the maintenance of a gifts and hospitality policy requiring such persons to not accept, agree, authorise, give, offer, promise, request or undertake any Inducement (or to agree to do any of the same).
- c) Each Party agrees to notify the other as soon as reasonably practicable upon becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to this Agreement or its subject matter.

11.4. Data Protection.

- a) Each Party will comply with the requirements of the Data Protection Legislation in performance of this Agreement.
- b) In the event of a requirement for Fera to process the personal data of Supplier or Supplier's Representatives in performance of its obligations under this Agreement, the Parties shall execute a variation to this Agreement incorporating the requirements of the Data Protection Legislation.

11.5. FOIA and EIR.

- a) The Parties acknowledge that Fera's customer may be subject to the requirements of the FOIA and EIR, and the Supplier shall assist and cooperate with Fera to support Fera's efforts in enabling its customer to comply with such regulation.

- b) The Supplier shall
 - (i) transfer any requests for information received under FOIA and EIR related to the subject matter of this Agreement to Fera as soon as reasonably practicable, and in any event within two (2) Working Days of receipt;
 - (ii) provide Fera with a copy of all Information in its possession or power in the form that Fera requires within five (5) Working Days (or such other period as Fera may specify) of Fera's request; and
 - (iii) provide all necessary assistance as reasonably requested by Fera to enable Fera to respond to a request for information within the time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.
- c) Fera's customer shall determine (in its absolute discretion and notwithstanding any other provision in this Agreement or the Main Agreement) whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or EIR.
- d) The Supplier shall not respond directly to a request for information unless expressly authorised to do so by Fera.
- e) The Supplier acknowledges that (notwithstanding the provisions of clause 9 (Confidentiality)) Fera and/or Fera's customer may be obliged under the FOIA or EIR to disclose Information concerning the Supplier or the Services in certain circumstances:
 - (i) without consulting the Supplier; or
 - (ii) following consultation with Supplier and having taken its views into account.
- f) Fera shall use its reasonable efforts to give the Supplier advance notice of disclosures, or (failing that) to draw the disclosure to the Supplier's attention after any such disclosure.
- g) The Supplier shall ensure that Information is retained for disclosure and shall permit Fera to inspect such records as requested from time to time.
- h) Supplier acknowledges that identifying Information as being 'commercially sensitive' (or similar) is of indicative value only and that Fera (or Fera's customer) may be obliged to disclose it in accordance with this clause 11.5.
- i) Fera shall not be liable for any Loss suffered by the Supplier arising from the disclosure of any Information falling within the scope of this clause 11.5 (including any commercially sensitive Information).

11.6. Each Party will notify the other in writing promptly upon discovering any actual, potential or suspected breach of this clause 11 (COMPLIANCE WITH LAW).

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Except as expressly stated to the contrary, nothing in this Agreement shall purport or effect to transfer ownership of Intellectual Property Rights between the Parties.

12.2. Background IPR

- a) Background IPR shall remain vested in the Party to whom it belonged at the Effective Date or (where such Background IPR is generated after the Effective Date and independently of this Agreement); to the Party generating such Background IPR.
- b) The Supplier grants to Fera an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive licence (with a right to sub-licence) to have and use such of its Background IPR which Fera reasonably requires in order to exercise its rights under, and receive the benefit of, this Agreement (including, without limitation, the Deliverables).
- c) The Supplier shall not (and shall ensure that its Representatives do not) use or disclose any Background IPR of Fera without Fera's express prior written agreement save to the extent necessary for performance by the Supplier of its obligations under this Agreement.

- d) The Supplier shall ensure that the third-party owner of any Background IPR that are or which may be used to perform this Agreement grants to Fera a non-exclusive licence or, if itself a licensee of those rights, shall grant to Fera an authorised sub-licence, to use, reproduce, modify, develop and maintain such Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for Fera to sub-license, transfer, novate or assign to third parties.

12.3. Foreground IPR.

- a) The Supplier hereby assigns to Fera with full title guarantee, all Foreground IPR which may subsist in the Deliverables. This assignment shall take effect on the Effective Date or (in the case of rights arising after the Effective Date) as a present assignment of future rights that will take effect immediately on the coming into existence of the Foreground IPR produced by the Supplier. The Supplier shall execute all documentation and do all acts as are necessary to execute this assignment.
- b) Supplier shall waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of this Agreement.

13. INTELLECTUAL PROPERTY INFRINGEMENT

13.1. General.

- a) Each Party shall notify the other in writing of any Claim brought against it for infringement or alleged infringement of any Intellectual Property Right in any materials supplied and or/licenced by it to the other Party.
- b) The Supplier shall carry out all appropriate due diligence to assure itself that it does not infringe any Intellectual Property Rights of any third party in supplying the Deliverables and/or performing its obligations under this Agreement and shall, during and after the term, indemnify and keep indemnified and hold Fera harmless from and against any and Claim in respect of Loss arising as a result of a Third Party IP Claim or in connection with any breach of this clause 13.1, except to the extent that any such Claim results directly from:
 - (i) items or materials based upon designs supplied by Fera; or
 - (ii) the use of Fera's data which is not required to be verified by the Supplier under this Agreement.

13.2. Claims.

- a) Fera shall at its own expense conduct all negotiations and any litigation arising in connection with any Third-Party IP Claim made against Fera in connection with this Agreement. Fera shall provide regular notices to the Supplier of all material issues that arise during the conduct of such litigation and notification.
- b) The Supplier shall at the request of Fera afford to Fera all reasonable assistance for the purpose of contesting any Third-Party IP Claim.
- c) The Supplier shall not make any admission which may be prejudicial to the defence of settlement of any Third-Party IP Claim.

13.3. Continued performance. Without prejudice to the other rights and remedies of Fera under this Agreement, if any Third-Party IP Claim is made (or in the reasonable opinion of Fera or the Supplier is likely to be made), the Supplier shall notify Fera and, at its own expense shall use its best endeavours to:

- a) modify any or all of the Deliverables without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- b) procure a licence to use the Intellectual Property Right(s) and supply the Deliverables which are the subject of the alleged infringement, on terms which are acceptable to Fera,

and in the event that the Supplier is unable to comply with this clause 13.3 within twenty (20) Working Days of receipt by Fera of the Supplier's notification, Fera may terminate this Agreement with immediate effect by notice in writing.

14. RECORDS AND MONITORING OF PROGRESS

14.1. In order to monitor the Supplier's performance of the Services, Fera (or its nominated Representative(s)) may:

- a) inspect at all reasonable times and, save where Fera has good reason not to give any notice, on reasonable notice, any and all records of the Supplier connected with its activities under the Agreement;
- b) enter into and inspect at all reasonable times and, save where Fera has good reason not to give any notice, on reasonable notice, all facilities (whether at the Supplier's premises or elsewhere) used by the Supplier in its performance of its obligations under the Agreement.

14.2. The Supplier shall retain or ensure that it has access to all records which relate to the Deliverables. Following completion of the Services, or termination or expiry of this Agreement, Supplier shall (at Fera's direction) either dispose of, retain or transfer to Fera such records, or (where such records are in the possession of a third party) procure that the same is done.

15. CONFLICT OF INTEREST

15.1. The Supplier shall take appropriate steps to ensure that neither it nor its Representatives are placed in a position where (in the reasonable opinion of Fera), there is or may be an actual or potential Conflict of Interest.

15.2. The Supplier will notify Fera without delay giving full particulars of any such conflict of interest which may arise.

15.3. Fera reserves the right to terminate this Agreement immediately by notice in writing and/or to take or require Supplier to take such other steps it deems necessary where, in the reasonable opinion of Fera, there is or may be an actual conflict, or a potential Conflict of Interest. The actions of the Supplier pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Supplier.

16. PUBLICITY

16.1. The Supplier shall not and shall procure that its Representatives do not wilfully and in breach of any obligation under this Agreement, do anything which may damage the reputation of Fera in any way or bring Fera into disrepute. In particular,

16.2. The Supplier will have no right to use or reproduce any Fera Marks without the prior written approval of Fera.

17. DELAY

17.1. Throughout the term, the Supplier shall monitor the performance of its delivery of the Deliverables and shall inform Fera without undue delay if any aspect of this Agreement is not being, is likely to not be, or is unable to be, performed in accordance with its requirements.

17.2. Excusable Delay. Neither party shall be liable to the other (and shall not be in breach of this Agreement) for any delay, non-performance or Loss caused by a Force Majeure Event, subject always to that Party:

- a) promptly giving written notice to the other of the details of any Force Majeure Event, including an estimate of its duration, the extent to which its delivery of this Agreement is likely to be affected and any mitigating action being taken;
- b) taking all reasonable steps to minimise the effects of the Force Majeure event and to resume full delivery of this Agreement as soon as reasonably possible;
- c) facilitating any efforts that the other party makes to obtain alternative goods or services; and

- d) using all reasonable endeavours to continue to deliver or resume delivery of this Agreement for the duration of that Force Majeure event.

18. **TERMINATION**

18.1. Fera may terminate this Agreement on written notice with immediate effect:

- a) if the Main Agreement is terminated for any reason, expires or is otherwise determined; or
- b) Supplier suffers an Insolvency Event;
- c) Supplier is impacted by a Force Majeure Event that has prevailed for more than 30 (thirty) Working Days;
- d) Where Fera determines that a Conflict of Interests exists in accordance with clause 15 (CONFLICT OF INTEREST);
- e) Supplier commits a Default which is a material breach of this Agreement;
- f) Supplier commits a Default which is a material breach that is not (in Fera's reasonable opinion) capable of remedy; or
- g) Supplier commits a Default (other than a Material Breach) which has not been remedied to Fera's satisfaction within twenty (20) Working Days after issue of written notification from Fera to Supplier specifying the Default and requesting that it be remedied.

18.2. Fera may terminate this Agreement for its convenience on giving 1 month's written notice.

18.3. The Supplier may terminate this Agreement on one month's written notice to Fera where an undisputed sum of invoices exceeding £5,000 (five thousand pounds) remains unpaid for more than thirty (30) days after the due date for payment in accordance with clause 10 (PRICE AND PAYMENT) and following a further written demand from Supplier to Fera.

19. **EFFECT OF TERMINATION OR EXPIRY**

19.1. In the event of termination under Clause 18.1.b) the Supplier, its trustees in bankruptcy, receivers, supervisors, liquidators and/or administrators shall have no claim against Fera in respect of such termination; nor for any liability, damage or Loss that the Supplier has or may suffer in consequence of such termination.

19.2. On the termination of this Agreement for any reason, the Supplier shall at its cost:

- a) return to Fera (or destroy, upon Fera's written instruction) all Confidential Information in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of this Agreement and/or providing the Deliverables; and
- b) immediately deliver to Fera all Fera Property provided to the Supplier.

19.3. Upon termination in accordance with clause 18.2:

- a) The Supplier shall, in the most cost-effective way, cease carrying out the Services or providing the Goods unless Fera shall notify the Supplier that any part of Deliverables should continue to be delivered. completed.
- b) Following the final delivery of the Deliverables, the Supplier shall invoice Fera for all costs committed and resources applied in providing the Deliverables up to the effective date of termination pro-rata on a cost basis or, if necessary, on a time basis; and Fera shall make payment of such invoice, subject always to an overall cap of the Price.

19.4. Termination of this Agreement shall not affect:

- a) any obligation or liability of any Party which has accrued at the date of termination; or
- b) any of the provisions of the Agreement which are intended to continue to have effect after the Agreement has been terminated.

20. **GENERAL**

20.1. Assignment and Sub-Contracting

- a) The Supplier shall not assign or sub-contract this Agreement or any part of it without the prior written consent of Fera. Any attempted or purported assignment in contravention of this clause 20.1 shall be void.
- b) Fera may at any time, on reasonable notice in writing to the Supplier, transfer or assign all or any rights and/or obligations under this Agreement to a third party within its Group.

20.2. Waiver and variation

- a) No amendment or variation of this Agreement shall be effective unless it is in writing and signed by a duly authorised Representative of each Party.
- b) A waiver of any right or remedy under this Agreement or by operation of Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- c) A failure or delay to exercise any right or remedy provided under this Agreement or by operation of Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- d) No single or partial exercise of any right or remedy provided under this agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

20.3. Legal Relationship

- a) Nothing in the Agreement shall create a partnership or joint venture between the Parties or have the effect of making any Representative of the Supplier an employee or servant of Fera or of making any Representative of Fera an employee or servant of the Supplier.
- b) Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- c) Where the Supplier consists of more than one person, the obligations of those persons in respect of this Agreement shall be joint and several.

20.4. Severability. If a provision of this Agreement is found to be unenforceable by a court that provision shall be deemed to be amended to the minimum extent necessary to make it enforceable. The unenforceability of a provision of this Agreement shall not affect its continuance in force or any of its other provisions.

20.5. Notices

- a) Any notice which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party at its registered address. Provided the relevant notice is not returned as undelivered, the notice shall be deemed to have been given two (2) Working Days after the day on which the letter was posted (or four (4) hours after sending in the case of electronic mail) provided this was sent on a Working Day, or sooner where the other Party acknowledges receipt of such letters (or electronic mail).
- b) Either Party may change its address for service on written notification to the other Party.

20.6. Third Party Rights. A person who is not a party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

20.7. Non-Solicitation

- a) For the term of this Agreement and 12 (twelve) months after neither Party shall (except with the prior written consent of the other) directly or indirectly approach any Representative of the other with a view to engaging that person as an agent, contractor or employee either in its own right or on behalf of a third party.
- b) If either Party commits a breach of clause 20.7.a), the breaching Party shall, on demand, pay to the claiming Party a sum equal to one year's basic salary or annual fee that was

payable by the claiming Party to that Representative plus the recruitment costs incurred by the claiming Party in replacing the Representative.

- c) Nothing in this Agreement shall limit the right of either Party to engage any person who has approached it in response to any public advertisement which is open to all-comers and which is not specifically targeted at the Representative and the Representative applies for engagement as a result of the advertisement.

20.8. Entire Agreement.

- a) This Agreement represents the entire understanding and constitutes the whole agreement between the Parties in relation to its subject matter.
- b) The Parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between them except as specifically set forth herein and neither Party has relied on any other Information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.
- c) Nothing in this clause 20.8 shall seek or purport to relieve either Party of liability in respect of fraud or fraudulent misrepresentation.

20.9. Counterparts. This Agreement may be executed in counterparts each of which when executed and delivered is an original, but such counterparts shall be deemed to constitute one and the same instrument. The Parties agree that signatures exchanged by electronic means are effective for the purposes hereunder to the same extent as original signatures.

21. **DISPUTE RESOLUTION**

21.1. In respect of any dispute arising out of or in connection with this Agreement, either Party may initiate this clause 21 (DISPUTE RESOLUTION) by issuing a 'notice of dispute' to the other Party, setting out the dispute together with its suggested action(s) to resolve it.

21.2. Following receipt of a notice of dispute, the senior executives of each Party will negotiate in good faith to resolve the dispute. Where no resolution is possible within ten (10) Working Days, the Parties will refer the dispute to their respective managing director. If the Parties' managing directors cannot resolve the dispute within a further ten (10) Working Days, the dispute may, by agreement between the Parties be referred to mediation in accordance with clause 21.3.

21.3. The procedure for any such mediation shall be as follows:

- a) A neutral person (the "**Mediator**") shall be chosen by agreement between the Parties, or (where the Parties cannot agree on the Mediator), either Party may within 10 Working Days from the notice of mediation, apply to the Centre for Dispute Resolution ("CEDR") to appoint a mediator (who shall then be the Mediator).
- b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him to agree on a timetable for the exchange of Information and the procedure to be adopted for the mediation. Either Party may at any stage seek from CEDR guidance on a suitable procedure.
- c) Unless otherwise agreed, all negotiations and proceedings in the mediation shall be conducted in strict confidence and shall be without prejudice to the rights of the Parties in any future proceedings.
- d) If the Parties reach an agreement on the resolution of the dispute, that agreement shall be set out in writing and shall be binding upon them.
- e) Failing agreement, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a 'without prejudice' basis and shall not be used in evidence in any proceedings relating to the dispute without the prior written consent of both Parties.

21.4. For a period of sixty (60) calendar days from the date of the appointment of the Mediator (or such other period as the Parties agree) neither Party may commence proceedings in relation to the matters referred to the Mediator.

21.5. The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the provision of Deliverables, notwithstanding: (i) any withholding or deduction by Fera of any sum due to the Supplier pursuant to the exercise of a right of Fera to such withholding or deduction under this Agreement; and/or (b) the existence of an unresolved dispute.

22. LAW AND JURISDICTION

22.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection to it shall be construed in accordance with the law of England and Wales.

22.2. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England.

22.3. Each Party expressly waives any claim that it may have on the grounds of an inconvenient forum.

SCHEDULE ONE (DEFINITIONS AND INTERPRETATION)**1. DEFINITIONS**

In these Terms and Conditions, the following words shall have the following meanings:

"Agreement" means these Terms & Conditions and the Purchase Order;

"Background IPR" means in respect of a Party, any Intellectual Property Rights, excluding Foreground IPR, owned or controlled by that Party arising or developed (a) before commencement of the Agreement, or (b) during the Agreement but independently of the provision of the Deliverables;

"Business Day" means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England;

"Confidential Information" means in respect of a Party (a) all Information in respect of that Party's business including customer data, financial information, trade secrets, the existence of and contents of this Agreement and other Information of commercial value; (b) all Information of any nature whatsoever which includes, Information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, Intellectual Property rights, know-how, personnel, customers and suppliers of that Party; and (c) any Information which has either been designated as confidential by that Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored);

"Conflict of Interest" means a conflict between the pecuniary or personal interests of the Supplier (or its Representatives) and the duties owed to Fera under this Agreement;

"Data Protection Legislation" or **"DPL"** means all applicable data protection and privacy legislation in force in the United Kingdom including the Data Protection Act 2018, UK GDPR (as defined in sections 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Default" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party or its Representative(s) in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

"Deliverables" means, as the context requires, individually or collectively, Goods and/or Services;

"Delivery Location" means the location at which the Deliverables are to be delivered as set out on the Purchase Order;

"EIR" means the Environmental Information Regulations 2004;

"Equipment" means all consumables, equipment, materials, goods, plant, and other such items and resources necessary for the supply of Deliverables, other than Fera Property;

"Ethical Legislation" means the Criminal Finances Act 2017, Bribery Act 2010, Companies Act 2006, Fraud Act 2006, Proceeds of Crime Act 2002 the Theft Act 1968; and the '*OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions*' and the commentaries issued thereto from time to time;

"Fera" means Fera Science Limited (a company incorporated in England and Wales under number 9413107) whose registered office is situated at York BioTech Campus, Sand Hutton, York, YO41 1LZ;

"Fera Marks" means the proprietary identifying marks of Fera including branding, logos, trademarks and service marks;

"FOIA" means the Freedom of Information Act 2000;

"Force Majeure Event" means any circumstance or cause beyond a Party's reasonable control including acts of God, flood or other natural disaster, epidemic, pandemic, terrorist attack, civil commotion or riots, war or armed conflict, fire, explosion, contamination (including chemical or biological), loss of access to electricity, power or telecommunications, shortages of materials or equipment, supply chain failures, any labour or trade dispute, strikes, industrial action or lockouts and any change in Law or due to action taken by a government or public authority (including quarantine measures) but excludes (a): industrial action affecting that Party only and not its industry generally; (b) failure of any subcontractor (save where that subcontractor itself is affected an event which is beyond

its reasonable control and which it could not anticipate and mitigate by contingency planning, insurance or any other prudent business means); or (c) (in respect of Fera) the breakdown of machinery or delay in delivery by Fera's suppliers;

"Fera Property" means any materials, items of equipment, goods, accessories (etc.) supplied by Fera to the Supplier for the purpose of the Supplier delivering the Deliverables;

"Foreground IPR" means any Intellectual Property Rights obtained, found, produced, devised, developed, or made during or generated in the course of the carrying out the Services and/or providing the Goods.

"Goods" means any supplies, goods, materials, etc. to be supplied by the Supplier, together with supporting documentation, and manuals;

"Group" means in relation to a company, that company, any holding company or subsidiary from time to time of that company and any subsidiary from time to time of a holding company of that company (where "holding company" and "subsidiary" have the meanings given to them by section 1159 of the Companies Act 2006);

"Inducement" means: (a) any advantage, benefit, consideration, gift or payment of any kind, which is (or is agreed to be) or could act as an inducement or reward, for any form of improper conduct by any person in connection with their business, employment, official, public or business role, duties or functions; (b) anything that would amount to an offence of bribery or corruption under law; or (c) any facilitation payment;

"Information" means information recorded in any form;

"Insolvency Event" means a Party experiencing or suffering one or more of the following events: (a) that Party entering into liquidation or receivership; (b) that Party enters into compulsory or voluntary liquidation with or for the benefit of its creditors; (c) that Party (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency); (d) that Party has a receiver or manager appointed of the whole or substantially the whole of its undertakings; (e) if any distress or execution is threatened or levied upon any property of the that Party; (f) that Party undergoes a change of control (within the meaning of s. 1124 of the Corporation Tax Act 2010); (g) that Party is unable or is deemed unable to pay its debts as they fall due; and/or any substantially equivalent or analogous event to the foregoing that apply to that Party in its jurisdiction of incorporation or (in the case of a partnership) occurs to any individual partner;

"Intellectual Property Right" means all intellectual and industrial property rights, including copyright, database rights, registered and unregistered design rights, know-how, models, patents, topography rights, registered and unregistered trademarks, rights in confidential information and any rights in any discovery, invention or process, and applications for and rights to apply for each of these in any country;

"Key Personnel" means any Representative of the Supplier identified by name or job title by Fera in writing as such;

"Law" means any law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directive applicable to the performance of this Agreement;

"Loss" means any loss, cost, charge, damages or expense of any kind including interest, expenses fines, legal and other professional expenses and disbursements;

"Main Agreement" has the meaning given to it in the Purchase Order;

"Price" means the price (exclusive of any applicable VAT), payable to the Supplier by Fera under this Agreement, as set out in the Purchase Order, for the full and proper performance by the Supplier of its obligations;

"Public Official" means any person holding an administrative, judicial or legislative position of any kind, whether appointed or elected, including any person employed by or acting on behalf of a public agency, body or state-owned enterprise, a public international organisation (where 'public international organisation' has the meaning given to it by section 6 of the Bribery Act 2010) or a political organisation or party, or a candidate for any such office;

“Purchase Order” means an order for the purchase of Deliverables which has been submitted by Fera to the Supplier;

“Representative” means, in respect of a Party, an agent, contractor, director, employee, officer, professional advisor, representative, servant or member of staff;

“Services” means services to be provided as part of the Deliverables as detailed in the Purchase Order;

“Subcontractor” means a third party engaged by the Supplier in connection with this Agreement or the provision of any of the Deliverables;

“Supplier” means the Party defined as such on the Purchase Order;

“Supplier Personnel” means any individual employed or engaged by the Supplier or by any Subcontractor in connection with this Agreement or the supply of any of the Deliverables;

“Tax” includes any fee, charge, customs duty, excise duty, fine, penalty, levy, stamp duty, tariff, withholding tax or other like tax incurred as a result of providing the Deliverables under this Agreement;

“Terms and Conditions” means these terms and conditions;

“Third-Party IP Claim” means any Claim arising from a third party for infringement or alleged infringement of that third party's Intellectual Property Rights arising from the performance of a Party's obligations under this Agreement;

“VAT” means UK value-added tax; and

“Working Day” means any day other than Saturday, Sunday and bank holidays in England.

2. INTERPRETATION

- 2.1. References to clauses, schedules, annexes or appendices are to clauses, schedules, annexes or appendices of this Agreement. All schedules, annexes, and appendices shall form part of a single Agreement.
- 2.2. References to the Supplier shall, where appropriate, be references to each individual person constituting the Supplier.
- 2.3. References to the Supplier or Fera shall, where appropriate, be references to any lawful successor, assignee or transferee.
- 2.4. References to a person or third party shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency (whether or not having a separate legal personality).
- 2.5. Unless the context requires otherwise, references to the singular shall include references to the plural and *vice versa*.
- 2.6. References to ‘written notice’ shall mean a notice prepared and served in accordance with clause 20.5 (Notices).
- 2.7. The word ‘including’, ‘include’, or similar expression shall be construed as illustrative and interpreted as meaning ‘including without limitation’.
- 2.8. Headings in this Agreement are for ease of reference only and shall not affect the interpretation of any provision.
- 2.9. References to any Law shall be construed as references to all subordinate legislation made under that Law (where ‘subordinate legislation’ has the meaning given to it by section 21 of the Interpretation Act 1978) and to all such laws as amended, consolidated, re-enacted or replaced, or as their application is modified by other laws, whether before or after the date of this Agreement.
- 2.10. The terms ‘controller’, ‘data subject’, ‘personal data’, ‘personal data breach’, ‘process’ (with ‘processed’ to be construed accordingly) and ‘processor’ shall have the same meanings as in the Data Protection Legislation.