

## Article 1 General

1.1 These General Terms and Conditions of Sale ("Terms") shall govern all orders placed with AB Sciex UK Limited ("ABS") whereby a customer ("Customer") obtains products ("Products"), whether unmodified or customised and/or associated services ("Services") from ABS.

1.2 A quotation by ABS to a Customer shall not constitute an offer.

1.3 A Contract ("Contract") shall be formed at ABS's sole discretion when ABS accepts a Customer's order, whether by written notice or by performance of the Contract, whichever is earlier.

1.4 These Terms shall govern a Contract to the exclusion of all other terms and conditions, unless ABS agrees otherwise in writing.

1.5 ABS may change Product and Services specifications for safety or other statutory requirements without notice.

## Article 2 Payment

2.1 Unless otherwise agreed in writing, Customer shall make payment in full of the amount invoiced, without set-off or counterclaim, within 30 (thirty) days of the date of ABS's invoice. Payment shall be made in the currency and to the account stated on the invoice.

2.2 Where a Customer's credit standing changes prior to delivery or collection of Products or performance of Services, ABS may demand full or partial payment or the appropriate security for payment from Customer, in a form acceptable to ABS.

2.3 For payments past due, ABS may charge Customer interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended. Customer shall indemnify ABS against any reasonable costs incurred by ABS or its agent in recovering outstanding amounts.

## Article 3 Customer's Insolvency and Breach

3.1 Without prejudice to any other rights and remedies available to ABS, ABS may (a) treat any Contract as repudiated and/or suspend deliveries of Products or performance of Services without liability to Customer, (b) claim damages from Customer, and (c) accelerate and make immediately due the payment of any outstanding sums if Customer (i) makes any voluntary arrangement with its creditors or is subject to an administrative order, goes bankrupt or into liquidation, or receives a petition for its compulsory winding up; (ii) ceases, or threatens to cease, to carry on business; (iii) breaches its obligations under a Contract and does not remedy such breach within the period required by ABS; or (iv) a receiver or administrative receiver is appointed over any of Customer's assets.

## Article 4 Intellectual Property Rights

4.1 Customer acknowledges that all intellectual property rights comprised in the Products and/or Services (including without limitation, any patent, design, copyright, trade mark, business name, application to register any aforementioned right, technical data, trade secret, unpatented know-how, and any other intellectual property right of any nature whatsoever in any part of the world -"IPR") are owned or licensed by AB Sciex Pte. Ltd., a limited liability company organized under the laws of Singapore ("AB SCIEX"). Customer is authorised to use the same only in connection with the use of Products pursuant to a Contract and Customer agrees that it shall not infringe such IPR or acquire or obtain any right, title or interest therein.

4.2 If, pursuant to any Contract, any IPR in or relating to the Products or Services are developed, improved, or modified by ABS, by Customer, or by both, such rights shall immediately, upon creation, vest in and be owned absolutely by AB Sciex or one of its affiliates, as applicable. Customer hereby assigns any and all its interests in such IPR to AB Sciex or one of its affiliates, as applicable and shall comply with all reasonable requirements to enable AB Sciex or one of its affiliates, as applicable to establish its rights under this Article 4.2. Customer acknowledges and agrees that, for the purposes of the Contracts (Rights of Third Parties) Act 1988, AB Sciex or one of its affiliates, as applicable is a third party beneficiary of all Contracts with respect to IPR.

4.3 With respect to Products under this Contract which are unmodified software, Customer receives a license to use such software according to the strictly interpreted scope of use described in the documentation accompanying the software, which description of use Customer acknowledges having approved prior to receipt of the software.

## Article 5 Confidentiality

5.1 Customer shall keep confidential all information received from ABS and shall not disclose such information to third parties without express written permission from ABS. Customer shall not use such information for any purposes other than those contemplated under the Contract, unless such information is or becomes public knowledge (other than by breach of this Article), is lawfully received by Customer from a third party having a right to disclose such information, or disclosure is required by a court of competent jurisdiction.

## Article 6 Force Majeure

6.1 ABS shall not be liable to Customer for any loss or damage which Customer may suffer as a direct or indirect result of the supply of Products or the performance of Services that is prevented, hindered, delayed or rendered uneconomic by events beyond ABS's reasonable control (an "event of force majeure").

6.2 Any obligations of ABS under any Contract will be suspended for the period of the event of force majeure. If the event of force majeure extends beyond 60 (sixty) days, either party may terminate the Contract on immediate notice without any liability to the other, except that Customer shall remain liable for payment to ABS for any Products delivered or Services performed prior to termination.

## Article 7 Prices and Delivery

7.1 Unless otherwise provided, Products shall be delivered Carriage and Insurance Paid To (Incoterms 2000) ("CIP") to Customer's address, and the Product price shall be CIP. All prices quoted are exclusive of VAT and all other applicable taxes and duties, which shall be payable by Customer.

7.2 Any delivery or performance dates quoted by ABS are approximate only. Unless expressly stated otherwise, ABS shall not be liable for any delay in delivery of Products or performance of Services.

7.3 If Customer fails to take delivery of Products (other than due to ABS's fault), in addition to the other rights and remedies available to ABS, ABS may (i) store Products and charge Customer for the costs of storage, or (ii) upon reasonable notice to Customer, sell Products at the best price readily available and charge Customer for any shortfall below the Contract price, plus storage and selling costs.

## Article 8 Retention of Title and Risk

8.1 Notwithstanding delivery and the passing of risk in any Products, title in them shall not pass to Customer and shall remain in ABS until ABS has received full payment for the price of such Products.

8.2 Until payment in full, Customer shall handle Products so as to enable them to be identified as the property of ABS and, following delivery, shall at its own expense insure them against all customary risks.

8.3 In the event of any failure on the part of Customer to pay ABS, ABS reserves the immediate right of repossession of any Products, and Customer hereby grants an irrevocable right to ABS and its employees, agents or sub-contractors to enter upon any/all premises where Products are stored, without prior notice, for this purpose. If Products delivered by ABS have already been installed in or integrated into Customer's products, Customer shall, at ABS's request, disassemble the installed or integrated items for return to ABS. Customer shall bear all costs incurred by ABS in connection with recovery.

## Article 9 Inspection and Acceptance

9.1 On delivery of Products and on completion of performance of Services, Customer shall inspect the Products for defects and deficiencies in Services.

9.2 Customer shall report, in writing, any defects or deficiencies to ABS within 5 (five) days of delivery, performance or completion (as the case may be) of each installment of Products or Services, failing which, Customer is deemed to have accepted the Products and/or Services.

## Article 10 Warranties

10.1 Subject to the limitations on its liability set out herein, and unless otherwise agreed in writing, ABS warrants that the Products (excluding software, non-durable Products having a life-span of less than 12 (twelve) months, and spare parts) shall perform according to the published specifications applicable to each Product when delivered for a period of 12 (twelve) months following the date of acceptance or of installation (if applicable), but in no event for more than 15 (fifteen) months from delivery.

10.2 ABS shall be under no liability under the warranties set out in this Article in respect of any non-compliance of the Products: (a) caused by external sources, such as short circuits, incorrect voltages, unfavourable working environment, as well as circumstances attributable to Customer; (b) arising from normal wear and tear or abnormal usage; (c) if the Products are sold to Customer as used Products; (d) arising from parts which come into direct contact with chemicals that have been used improperly by the Customer; (e) arising from parts which are expressly excluded from the warranty in the manual, or protocol accompanying the Products; (f) arising from any repairs, modification or alteration to the Products by or at the request of Customer or a third party, or the removal or alteration of any trade marks or specifications, without written permission from ABS; (g) arising from the use or maintenance by Customer of the Products in an inappropriate or improper manner, including without limitation failure to follow instructions or operating guidelines; (h) if Customer fails to give notice of any claim in respect of any Products which is based on a breach of the warranty above within 7 (seven) days of discovery of the breach; and (i) for Products which must be installed by ABS, where such Products have not been installed by an ABS service engineer, unless ABS has indicated in writing that Customer is authorised to install the Products itself.

10.3 Where a valid and timely claim in respect of breach of Product warranty is submitted to ABS, ABS may, in its discretion replace, repair, or modify the Products free of charge, or refund the entire price or applicable portion thereof for such Products, but shall have no further liability to Customer.

10.4 Any return of Products to ABS in connection with a warranty claim can only be done upon ABS's prior written permission and instructions, with shipping costs to be paid by Customer. Such returned Products shall at all times remain for the account and risk of Customer.

10.5 Save as aforesaid, all conditions, warranties and representations, express or implied, whether by statute, common law or otherwise in relation to the Products and Services (except terms implied as to title under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) are hereby expressly excluded.

10.6 All warranties under this Article run solely to the Customer, are strictly non-transferable, and any attempt at transfer shall automatically void the warranty.

## Article 11 Liability

11.1 Nothing in these Terms shall exclude or limit ABS's liability for death or personal injury caused by its negligence or any other liability to the extent that the same may not be excluded or limited by law.

11.2 Without prejudice to Article 11.1, ABS shall be under no liability by reason of any representation, warranty, condition or other term, express or implied, by statute, common law or otherwise or under the express or implied terms of a Contract, for any direct or indirect loss of: (i) profit, (ii) data, (iii) income, (iv) business, (v) revenue, (vi) goodwill, or any indirect loss, howsoever arising and whether or not caused by the negligence of ABS, its employees or agents.

11.3 Subject to Article 11.1, ABS's maximum aggregate liability arising out of or in connection with a Contract in tort, contract or otherwise shall at all times be limited to the amount invoiced under such Contract.

## Article 12 Charges for Installation Work

12.1 Product prices include installation costs, where applicable. Customer shall pay ABS an additional reasonable amount for installation work performed beyond the normal course, including reasonable fees for services, reimbursement for travel and accommodation, costs of third parties employed for the installation, and other out-of-pocket expenses.

## Article 13 Customer Obligations

13.1 Customer shall, at its cost, provide ABS, in a comprehensible and usable form, all data and information known or reasonably available to Customer that is necessary for ABS to perform any Contract.

13.2 Customer is responsible for the use and correct application of the Products and the Services and for the security of the data provided to ABS.

13.3 Customer shall indemnify and keep indemnified ABS and its affiliated companies against all actions, losses, claims, damages, costs or expenses incurred or suffered by ABS in connection with any claim by a third party that Customer's use of the Products and/or Services infringes the intellectual property rights of any kind whatsoever, including without limitation patent, copyright, or trade secret rights, of such third party, except to the extent of any proportional fault of ABS's Products or Services.

13.4 Customer understands and agrees that, where applicable for Products subject to individual label licenses, Customer's use of each such Product is and will be regulated by the terms stated on the label license that accompanies each such Product. Compliance with such label licenses shall be accepted by the Customer as a precondition to use of each Product.

## Article 14 Miscellaneous

14.1 In relation to any Contract, these Terms shall constitute the entire agreement between ABS and Customer and supersede any previous agreement or arrangement between them relating to the subject matter of the Contract. No representation, undertaking or promise shall be attributed to or implied by ABS except as expressly stated in these Terms.

14.2 No modification of, or additions to, the Terms shall be valid unless accepted in writing by ABS.

14.3 Failure by ABS to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14.4 If any provision or part of a provision of these Terms shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms, all of which shall remain in full force and effect.

14.5 Customer may not assign, novate, transfer or sub-contract all or any of its rights or obligations under any Contract without the prior written consent of ABS. ABS may assign, novate, transfer or sub-contract a Contract or any of its rights or obligations thereunder.

14.6 No person other than a party to the Contract or person to whom the Contract has been assigned, transferred or sub-contracted per Article 14.5, or AB Sciex or one of its affiliates, as applicable with respect to IPR, shall be entitled to enforce any term of the Contract.

## Article 15 Applicable Law and Jurisdiction

15.1 All Contracts and these Terms will be governed by and construed in accordance with the law of England and Wales and Customer hereby agrees that the English courts shall have exclusive jurisdiction over any Contract.