

**REVOLUGEN'S GENERAL TERMS AND CONDITIONS  
FOR THE SUPPLY OF GOODS**

The Customer's attention is drawn in particular to Clause 10.

**1. INTERPRETATION**

**1.1 Definitions:**

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Clause 13.4.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person, company, entity or firm who purchases the Goods from the Supplier, as set out on the Supplier's quotation or the Order as the case may be.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

**Goods:** the goods (or any part of them) set out in the Order (and/or the corresponding quotation as the case may be).

**IPR:** all patents, supplementary protection certificates, rights to inventions, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, copyright and related rights, rights in computer software, database rights, design rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may subsist now or will subsist in the future in any part of the world.

**Know-how:** (a) any unpatented technical and other information which is not in the public domain including any trade secrets, unpublished patent applications, including any (i) information comprising or relating to concepts, data, discoveries, formulae, ideas, inventions, research models or specifications, (ii) methods, research plans, procedures for experiments and tests and results of experimentation and testing, and (iii) information about biological or chemical structure or functions; and (b) protocols for nucleic acid isolation and purification (NAIP) and molecular size selection clean-up, in particular about the use of certain salts, the thickness of the matrix, and the optimum speed and temperature of elution of biological material in order to increase the concentration of long chains of DNA and reduce the concentration of short chains of DNA extracted from a given biological sample.

**Order:** the Customer's written acceptance of the Supplier's quotation.

**Supplier:** RevoluGen Limited (registered in England and Wales with company number 03518866).

**1.2 Interpretation:**

(A) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under it, as amended or re-enacted.

(B) any phrase introduced by the terms including, include, in particular or any similar expression must be construed as illustrative and does not limit the sense of the words preceding those terms.

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

**2. BASIS OF CONTRACT**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order will only be deemed to be accepted when the Supplier issues a written acceptance of the Order (which shall include the issuing of a corresponding invoice) or, if earlier, when the Supplier delivers the Goods, as the case may be, and is when the Contract comes into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced or issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures or on its websites are produced or issued for the sole purpose of giving an approximate idea of the Goods referred to in them. They do not form part of the Contract and do not have any contractual force.

2.6 A quotation for the Goods given by the Supplier will not constitute an offer. A quotation is only valid for a period of 30 days from its date of issue (unless an alternative validity period is specified in the quotation).

**3. GOODS**

3.1 The Goods are described in the Supplier's quotation.

3.2 The Supplier reserves the right to amend the Goods if required by any applicable statutory or regulatory requirements.

**4. DELIVERY**

4.1 The Supplier must ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and all relevant Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 Where it has been agreed that the Goods will be delivered by the Supplier, the Supplier must deliver the Goods to the location set out in the Order (or in the corresponding quotation or invoice) or such other location as the parties may agree via a third party carrier (such carrier organised by the Supplier, unless the Customer requests use of a specific carrier in which case the Customer shall provide its account details for delivery by such carrier) collecting the Goods from the Supplier's premises at Unit 4 Rossington Place,

Graphite Way, Hadfield, Derbyshire SK13 1QG (Collection Location). Alternatively, where it has been agreed that the Customer will collect the Goods from the Supplier, delivery will be effected by the Customer collecting the Goods from the Supplier's premises at the Collection Location within three Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery of the Goods is completed on the completion of loading of the Goods with a third party carrier or the Customer (as applicable) at the Collection Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier will not be liable for any delay in delivery of the Goods or any failure to deliver the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Supplier fails to deliver the Goods, its liability will be limited to (at the Supplier's discretion) providing replacement Goods or refunding the price of the Goods (to the extent such Goods have been paid for by the Customer).

4.5 If the Customer fails to take the Goods when the third party carrier delivers the Goods to the Customer (or, if applicable, fails to collect and take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready for collection by the Customer), then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with the Contract: (a) in the case of delivery via a third party carrier delivery of the Goods shall be deemed to have been completed in accordance with Clause 4.3, and in the case of collection of the Goods by the Customer delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and (b) the Supplier must store the Goods until the Customer accepts the Goods, and charge the Customer for all related costs and expenses (including insurance). If five Business Days after the Supplier notified the Customer that the Goods were ready for delivery (in the case of collection by the Customer) or five Business Days after the day when the third party carrier provided the Goods for receipt by the Customer (in the case of delivery via a third party carrier), the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

4.6 The Supplier may deliver the Goods by instalments, which are invoiced and paid for separately. Any delay in delivery or defect in an instalment does not entitle the Customer to cancel any other instalment.

4.7 The quantity of any consignment of Goods as recorded by the Supplier upon despatch from the Collection Location will be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide evidence proving the contrary.

4.8 All Goods supplied by the Supplier must be examined and checked upon receipt by the Customer, and any Goods shortages, discrepancies and damage revealed by such examination promptly reported to the Supplier.

4.9 The Supplier will not be liable for any non-delivery or shortages of Goods, or discrepancies in the quantity of Goods supplied (even if caused by the Supplier's negligence), unless written notice is given to the Supplier within ten Business Days of the date when the relevant Goods would in the ordinary course of events have been received. The Supplier will not be liable for any Goods damaged in transit.

**5. QUALITY**

5.1 The Supplier warrants that on delivery, and for a period of 3 months from the date of delivery (warranty period), the Goods will:

(A) conform in all material respects with their description;

(B) be free from material defects in design, material and workmanship; and

(C) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to Clause 5.3, if:

(A) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 5.1;

(B) the Supplier is given a reasonable opportunity of examining such Goods; and

(C) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier will not be liable for the Goods' failure to comply with the warranty set out in Clause 5.1 if:

(A) the Customer makes any further use of such Goods after giving notice under Clause 5.2;

(B) the defect arises because the Customer failed to follow the Supplier's oral or written instructions or protocols about the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(C) the Customer alters or repairs such Goods without the written consent of the Supplier;

(D) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(E) the Goods differ from any specification or otherwise as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this Clause 5, the Supplier will have no liability to the Customer for the Goods' failure to comply with the warranty set out in Clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions apply to any repaired or replacement Goods supplied by the Supplier.

5.7 Notwithstanding Clause 5.1, the Customer acknowledges that the Goods are experimental and

	may have unknown characteristics, carry infectious agents, or be otherwise hazardous.		(A) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);		(C) in all respects in accordance with the terms and conditions of this Contract.		(C) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or	
5.8	Subject to Clauses 5.1 and 10.1 and to the extent permitted by law, the Customer accepts "as is" the Goods and anything else provided or made available to Customer under this Contract, without any representations or warranties of any kind, express or implied. The Supplier expressly disclaims any express or implied warranties that the use of the Goods will not infringe any IPR or other proprietary rights of any third party.		(B) any request by the Customer to change the delivery date(s), or quantities or types of Goods ordered; or	8.2	The Customer shall not use, or cause or permit the use of, the Goods, directly or indirectly, in any:		(D) is in a financial position which has deteriorated to such an extent that in the terminating party's opinion the other party's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy.	
6.	<b>TITLE AND RISK</b>		(C) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.		(A) testing in human subjects or in contact with any cells or other materials to be infused into humans, in clinical trials for diagnostic purposes involving human subjects or in animals that are intended for human consumption without the Supplier's prior written consent; or	9.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract or (at its discretion) suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Clause 9.1(A) to Clause 9.1(D), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or (notwithstanding Clause 7.4 if the parties agree delivery is to take place before payment is received) if the Customer fails to pay any amount due under this Contract on the due date for payment.	
6.1	The risk in the Goods passes to the Customer on completion of delivery in accordance with Clause 4.3.	7.3	Unless stated otherwise on the Supplier's quotation, the price of the Goods excludes:		(B) manner that confers on any third party any IPR in or to the Goods, or that creates obligations to disclose the Supplier's IPR to any third party.			
6.2	Title to the Goods does not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods passes at the time of payment.		(A) amounts in respect of value added tax (VAT) and any applicable duties and other levies payable on the Goods, which the Customer must also pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;	8.3	The Customer must not (whether independently or with third parties) analyse, attempt to modify or reverse-engineer or carry out research and development on or otherwise seek to determine the structure or sequence of any of the Goods without the Supplier's prior written consent.	9.3	Notwithstanding Clause 7.4 if the parties agree delivery is to take place before payment is received, without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.	
6.3	Notwithstanding Clause 7.4 if the parties agree delivery is to take place before payment is received, until title to the Goods has passed to the Customer, the Customer must:		(B) the costs and charges of packaging, insurance and transport of the Goods, which will be invoiced to the Customer; and	8.4	All right, title and interest in and to all (existing and future) IPR and Know-how subsisting in or relating to the Goods (including labels, packaging, materials and branding for the Goods) are retained by, vest in and owned absolutely by the Supplier, and the Customer will not obtain or claim any right, title or interest in the same.	9.4	On termination of the Contract for any reason the Customer must immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and the Supplier will have no obligation to supply any Goods under this Contract.	
	(A) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;		(C) any other charges, fees, duties (including import duties) or taxes which will be the responsibility of and payable by the Customer.		8.5	The Customer shall immediately inform the Supplier (and, if requested by the Supplier, the Supplier's suppliers) if it becomes aware of any accidents or incidents in connection with the Goods which result in personal injuries or damage to property, and the Customer is obliged to fully cooperate with the Supplier (and the Supplier's suppliers) in order to clarify and identify the cause for such accidents or incidents. The Customer shall provide the Supplier (and, if requested by the Supplier, the Supplier's suppliers) with all explanations, reports and tests which have been made or carried out by the Customer or which have been made available to the Customer by third parties. The provision of such information to and the examination of the same by the Supplier or the Supplier's suppliers do not give rise to liability of the Supplier or the Supplier's suppliers for such accidents or incidents.	9.5	Termination of the Contract does not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
	(B) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;	7.4	The Supplier will invoice the Customer for the Goods, and payment for the Goods must be made (in full and in cleared funds) by the Customer in advance of delivery of the Goods to the bank account nominated in writing by the Supplier. Time for payment is of the essence.		9.	<b>TERMINATION</b>	9.6	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
	(C) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;	7.5	Notwithstanding Clause 7.4 if the parties agree delivery is to take place before payment is received, and the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer must pay interest on the overdue amount at the annual rate of 4% above The Bank of England's base rate from time to time. This interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer must pay the interest together with the overdue amount.		9.1	Without limiting its other rights or remedies, a party may terminate this Contract with immediate effect by giving written notice to the other party if the other party:	10.	<b>LIMITATION OF LIABILITY</b>
	(D) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 9.1; and				(A)	commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the other party being notified in writing to do so;	10.1	Nothing in these Conditions limits or excludes the Supplier's liability for:
	(E) give the Supplier such information relating to the Goods as the Supplier may require from time to time.				(B)	takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;		(A) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
6.4	Notwithstanding Clause 7.4 if the parties agree delivery is to take place before payment is received, and before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 9.1 (or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly), then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time: (i) require the Customer to deliver up all Goods in its possession that have not been used; and (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.	7.6	The Customer must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.					(B) fraud or fraudulent misrepresentation;
		8.	<b>USE AND IPR</b>					(C) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
		8.1	The Customer agrees that the Goods must be used:					(D) defective products under the Consumer Protection Act 1987; or
7.	<b>PRICE AND PAYMENT</b>							(E) any matter for which it would be unlawful for the Supplier to exclude or restrict liability.
7.1	The price of the Goods is the price set out in the Supplier's quotation as accepted by the Customer in the Order.		(A) for laboratory research purposes only, and for no other purposes, in the form supplied to the Customer by the Supplier and in the Customer's laboratory only;					
7.2	The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:		(B) in compliance with applicable laws including those relating to the storage, handling, use, export, return and disposal of the Goods, and any instructions on use and protocols provided by the Supplier from time to time;				10.2	Subject to Clause 10.1:
								(A) neither party will under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of

	profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss of business, loss of agreements or contracts, loss of use or corruption of software, data or information or any special, indirect or consequential loss arising under or in connection with the Contract; and	without the prior written consent of the Supplier.		
	(B) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods.		13.2	<b>Confidentiality</b>
10.3	The Customer must defend, indemnify, and hold harmless the Supplier, its officers, directors, employees, agents, successors, and assigns from and against any loss, liability, claim, or action arising out of or resulting from any third party claim, suit, action, or proceeding that arises out of or results from:	(A) Each party undertakes that it will not at any time disclose to any person or publish any confidential information concerning the business, products, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 13.2(B). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.		13.5 <b>Waiver.</b> No failure or delay by a party to exercise any right or remedy provided under the Contract or by law constitutes a waiver of that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy prevents or restricts the further exercise of that or any other right or remedy.
	(A) the Customer's breach of Clause 8 and/or Clause 13.2; and/or	(B) Each party may disclose the other party's confidential information:		13.6 <b>Severance.</b> If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause does not affect the validity and enforceability of the rest of the Contract.
	(B) use of the Goods other than in accordance with this Contract, either (i) by the Customer, or (ii) by a third party whose use results from an act or omission of the Customer.	(1) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party must ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13.2; and		13.7 <b>Notices</b>
	Nothing in this Contract limits or excludes liability on the part of the Customer, where such liability arises out of or results from Clause 10.3(A) or Clause 10.3(B) above.	(2) as may be required by law, a court of competent jurisdiction, stock exchange rules, or any governmental or regulatory authority.		(A) Any notice or other communication given to a party under or in connection with the Contract must be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and must be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
10.4	This Clause 10 survives termination of the Contract.	(C) No party should use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.		(B) A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in Clause 13.7(A); if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business 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 Business Day after transmission.
11.	<b>FORCE MAJEURE</b>			(C) The provisions of this clause do not apply to the service of any proceedings or other documents in any legal action.
11.1	Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (other than the Customer's obligations to pay the Supplier) if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 3 months, either party may terminate this Contract by giving 15 days written notice to the other party.		13.3	<b>Entire agreement</b>
12.	<b>DATA PROTECTION AND PRIVACY</b>	(A) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.		13.8 <b>No partnership or agency.</b> Nothing in this Contract is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
12.1	The Customer agrees that it is wholly responsible for compliance with all applicable data protection and privacy laws, regulations and rules relating to use of the Goods (including any personal data obtained from the Customer's clients or created, generated or otherwise processed in connection with such use).	(B) Each party acknowledges that, in entering into this Contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Contract. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.		13.9 <b>Third party rights.</b> No one other than a party to this Contract and their permitted assignees has any right to enforce any of its terms.
12.2	The Supplier must comply with applicable data protection and privacy laws, regulations and rules in relation to personal data collected from Customers in connection with this Contract.			13.10 <b>Equitable relief.</b> Without prejudice to any other rights or remedies that either party may have, each party agrees that damages alone may not be an adequate remedy for any breach of the terms of this Contract. Accordingly, notwithstanding any provision of this Contract to the contrary, each party is entitled at any time, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Contract.
13.	<b>GENERAL</b>			13.11 <b>Governing law.</b> The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, are governed by and construed in accordance with the law of England and Wales.
13.1	<b>Assignment and other dealings</b>			
	(A) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract.			
	(B) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract		13.4	<b>Variation.</b> No variation of this Contract is effective unless it is in writing and signed by the parties (or their authorised representatives).