

SERVICE/REPAIRS AGREEMENT OF BIOTECHNOLOGY ASSOCIATES LIMITED T/A SINAR TECHNOLOGY (“Sinar”)

IT IS AGREED that Sinar shall supply and the Customer shall accept on the Terms of this Agreement Service/Repairs services in respect of the equipment specified in the quotation on page 1 (“the Scheduled Equipment”), at the address or address(es) shown on page 1.

1.1 Performance times mentioned in any discussions or document prior to the Quotation on page 1 (“the Quotation”) being accepted are approximate only and not of any contractual effect. Sinar shall not be liable for any expenses loss or damage whatsoever arising directly or indirectly out of or in any way connected with any delay in the performance of the Service Repairs Services.

1.2 Any parts supplied under this Agreement are supplied on Sinar’s terms and conditions of trading a copy of which is available on request. Any parts removed shall become Sinar’s property.

2.1 Loan Equipment. Sinar will, when required by the terms of this agreement, provide replacement Equipment on loan (“Loan Equipment”), comparable to the Scheduled Equipment and deliver it to the installation address, by carrier, at the cost stated in the Quotation on page 1.

2.2 Upon receipt of the Loan Equipment the Customer will return the Scheduled Equipment to Sinar as quickly as possible via the carrier, or other method, designated by Sinar, at the cost stated in the Quotation.

2.3 The Customer will pack the Scheduled Equipment and/or Loan Equipment sufficiently well so as to protect it from damage whilst in transit to Sinar. Failure to do so will result in a charge being raised against the Customer for any repairs required due to damage caused whilst in transit due to poor packaging.

2.4 Sinar will return the serviced/repared Scheduled Equipment to the Customer as quickly as possible after effecting its repair. Upon receipt of the repaired Scheduled Equipment, the Customer will, within 24 hours, return any Loan Equipment to Sinar via the carrier or other method designated by Sinar at the Customer’s cost. Failure to do so will incur a hire charge at Sinar’s current hire rate.

2.5 Any claims that the Loan Equipment and/or the Scheduled Equipment is damaged must be communicated in writing to the Sinar within 48 hours of delivery. All communications must quote the Sinar’s despatch note number. The Loan Equipment and/or the Scheduled Equipment and its packaging must be preserved by the Customer intact pending investigation by the Sinar. **No claim may be made unless the delivery note was endorsed with a description of the alleged defect/deviation and signed at the time of delivery or unless the delivery note has been endorsed ‘Loan Equipment and/or Scheduled Equipment received but not checked’ and signed at the time of delivery.**

2.6 If the Customer fails to notify/report/endorse in accordance with this Agreement the Loan Equipment and/or the Scheduled Equipment shall be deemed to have been delivered to the Customer in good condition and full working order.

3. Service/Repairs Charges Payable In Advance. The Customer shall pay Sinar’s charges plus the applicable rate of VAT in advance. No Services shall be supplied until Sinar has received payment into its bank account. Sinar will provide

invoices, subject to the current prevailing rate of VAT, within 15 days of receipt of payment.

4.1 Sundry Charges. In addition to the Service/Repairs charges, separate charges will be made for any services requested by the Customer not covered by the terms of this Agreement. All such charges will be payable by the Customer in advance and invoiced by Sinar within 15 days of receipt of payment.

4.2 The cost of transporting Equipment to and from Sinar for any purpose (including failed collections) and/or Sinar’s charges for attendance on site (if applicable) will be payable by the Customer on demand.

5.1 Misuse Or Neglect. If repairs or replacements are required as the result of any misuse, or neglect of, or accident to the Scheduled Equipment, or any Loan Equipment, or changes in technology, additional reasonable charges for parts and labour will be invoiced by Sinar and payable by the Customer.

5.2 The Scheduled Equipment (once serviced/repared by Sinar) and the Loan Equipment is designed to perform within the stated tolerances (if any) published for the instrument in Sinar’s brochures and on Sinar’s website, to which the Customer’s attention is specifically drawn.

6. Other Terms of Payment.

6.1 If Sinar agrees to give credit this is on condition that payment in full is made within 30 days of the date of the Sinar’s invoice. Sinar may withdraw credit facilities forthwith if any monies are not paid on their due date

6.2 The Customer shall have no right of set-off statutory or otherwise

6.3 Receipts for payment will be issued only on request

6.4 Sinar reserves the right to demand security for payment at any time before continuing with or supplying any services

7.1 Before using the Loan Equipment and/or the Scheduled Equipment (once serviced/repared by Sinar) the Customer must (a) read the relevant operating instructions and check its calibration using the sample supplied by Sinar (b) notify Sinar immediately if the instrument is not performing within the stated tolerances published for the instrument in Sinar’s brochures/on Sinar’s website (c) not use the Equipment until any necessary corrective action has been taken and (d) thereafter the Customer must regularly check the calibration of the Scheduled Equipment and any Loan Equipment in accordance with the relevant operating instructions and good laboratory practice.

8. Interest. If the Customer fails to pay Sinar any amount on its due date then the outstanding sum shall carry interest at the rate of four per cent above Barclays Bank plc base rate from time to time in force from the due date until payment both before and after judgment. Except where charges are payable in advance all Sinar’s invoices are payable within 30 days of their date.

9.1 Access To The Equipment. Where applicable the Customer shall give or procure to be given to Sinar, their employees and agents at all reasonable times, access to the Scheduled Equipment for the purposes of inspection, repair, adjustment or collection under this Agreement. The Customer shall take all such steps as may be necessary to ensure the safety of any of Sinar's representatives who visit the Customer's premises.

10.1 Care Of Equipment. The Customer will take due care of the Scheduled Equipment and any Loan Equipment, will use it in suitable premises, with suitable power supply and under conditions recommended by the manufacturer of the Equipment.

10.2 The Customer shall be responsible for the risk of loss of, or damage to, any Loan Equipment whilst in the Customers' care or in transit initiated by the Customer and shall take out appropriate insurance to cover this risk.

10.3 No alterations shall be made or parts fitted or adjustments made or repairs carried out to any Loan Equipment.

11. Consequential Loss. Except in respect of death or personal injury caused by Sinar's negligence **Sinar shall not be liable to the Customer** by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any statutory or duty at common law or under the express terms of this Agreement **for loss of profit or for any indirect special or any consequential loss or damage costs expenses or other claims for compensation whatsoever** (whether caused by the negligence of Sinar its employees or agents or otherwise) which arise out of or in connection with this Agreement (including any delay in supplying or failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer **and the entire liability of Sinar under or in connection with this Agreement shall not exceed one year's Maintenance Charges.**

12.1 Commencement and Termination. This Agreement will come into force on its receipt by Sinar duly signed by the Customer.

12.2 Sinar may (without limiting any other remedy) at any time terminate this Agreement if any monies owed by the Customer are not paid on their due date.

12.3 Either party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice to the other if the other commits any other breach of this Agreement and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

13. Force Majeure.

13.1 Sinar accepts no liability for any failure to perform this Agreement arising from circumstances outside Sinar's control. Non exhaustive illustrations of these circumstances are Act of God war riots explosion abnormal weather conditions fire flood strikes lockouts Government action or regulations (UK or otherwise) delay by suppliers accidents and shortage of materials labour or manufacturing facilities

13.2 If Sinar is prevented from performing this Agreement in the above circumstances it shall notify the Customer of that fact in writing

13.3 If the circumstances preventing delivery are still continuing 3 months from and including the date Sinar sends

such notice then either party may give written notice to the other cancelling this Agreement. Such written notice must be received whilst the circumstances are still continuing

13.4 If this Agreement is cancelled in this way Sinar shall refund pro rata any payment which the Customer has already made on account of the price (subject to deduction of any amount which Sinar is entitled to claim from the Customer) but Sinar accepts no liability to compensate the Customer for any further loss or damage caused by the failure to perform this Agreement.

14. Entire Agreement. This Agreement shall form the entire agreement between Sinar and the Customer and supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms express or implied by statute or otherwise are excluded to the fullest extent permitted by law. This Agreement shall not be varied by the terms and conditions of any order submitted by the Customer for the repair and maintenance of the Scheduled Equipment.

15. Assignment Of Rights. Sinar Technology reserves the right at any time to assign the benefit of this Agreement to any Company or person whatsoever. This Agreement is not transferable by the Customer without prior written consent of Sinar.

16. Subcontracting. Sinar shall be entitled to sub-contract the performance of the whole or part of this Agreement and Sinar contracts for and on behalf of itself and its sub-contractors.

17. Where the Customer is based outside the UK the Customer shall be responsible for complying with any legislation or regulations governing the importation of any Loan Equipment and/or the return of the Scheduled Equipment to the Customer's country (including but not limited to obtaining in advance any required RGA) and also for payment of any duties on the Loan Equipment and/or the Scheduled Equipment.

18.1 General. This Agreement shall be subject to and construed in accordance with English law. Sinar and the Customer hereby submit to the jurisdiction of the English Courts.

18.2 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

18.3 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

18.5 The Customer will keep Sinar fully indemnified against all losses actions claims demands proceedings costs and damages arising out of or in any way connected with any breach by the Customer of its obligations hereunder or any loss injury or damage for which Sinar is not liable hereunder.