ASSOCIATES OF CAPE COD INTERNATIONAL, INC. GENERAL TERMS AND CONDITIONS (ORDERS PROCESSED THROUGH THE UNITED KINGDOM OFFICE)
("Terms and Conditions")

Associates of Cape Cod INTERNATIONAL, Inc. (a company incorporated in the Commonwealth of Massachusetts with a branch office in the UK (company number BR002906) whose registered office in the United Kingdom is Unit 1F/G/H Academy Business Park, Lees Road, Liverpool, L33 7SA ("**ACC**") offers for sale its products and services (collectively, "**Products**") subject to the following standard Terms and Conditions.

1. **Basis of Contract**

1.1 The Purchaser shall order Products from ACC in writing in response to a quotation from ACC or in any manner, and containing such details, as specified by ACC from time to time (an "**Order**").

1.2 Each Order shall incorporate these Terms and Conditions, which together with the price, quantity, quality, shipping, delivery or other such terms detailed in the Order and any accompanying ACC quotation, and the applicable ACC order confirmation document constitute the complete agreement ("**Contract**") for the sale of Products by ACC.

1.3 The Contract shall exclusively govern the sale and purchase of Products by the purchaser detailed on the quotation or order form (the "**Purchaser**") to the exclusion of any other terms that the Purchaser seeks to incorporate or which are implied by any trade, custom or course of dealing.

1.4 Modifications to these Terms and Conditions will not be effective unless incorporated into a written agreement executed by an officer of ACC and an officer of the Purchaser.

1.5 ACC's failure to object to provisions contained in any Order or other form or document from the Purchaser shall not be construed as a waiver of these Terms and Conditions nor an acceptance of any such provision. Accordingly, in case of a conflict between these Terms and Conditions and any purchase order, these Terms and Conditions shall prevail.

1.6 By placing an Order the Purchaser represents that it has read, understood and shall comply with these Terms and Conditions.

1.7 All Orders are subject to acceptance at ACC's absolute discretion and are not binding upon ACC until accepted by it in writing.

2. **Orders**

2.1 The Purchaser shall, in respect of each Order be responsible for:

(a) ensuring the accuracy of the Order;

(b) providing ACC with any information which is necessary to enable ACC to fulfil the Order; and

(c) unless otherwise provided for in ACC's order confirmation document by incorporating into the Contract an Incoterm which provides differently, obtaining any necessary insurance, export licences, import licences, certificates of origin or other requisite documents, and paying all applicable customs, duties and taxes in respect of the importation of the Products and their resale.

2.2 The Purchaser acknowledges that ACC has reserved exclusively to itself the supply of Products to all customer groups in all geographical areas. The Purchaser agrees not to, and to ensure that its customers shall not, make or enable any sales of the Products to any customers in any geographical areas.

2.3 Reselling, repackaging or incorporation of any Products in any way, in whole or in part, into the Purchaser's or any third party's products is prohibited.

3. **Delivery and Return Policy**

3.1 **Delivery of Products**

(a) The Purchaser shall comply with any applicable laws and regulations, including all required licences and approvals, governing the purchase and use of the Products.

(b) Unless otherwise agreed in writing or otherwise stated in ACC's order confirmation document, all sales are FCA ACC shipping point specified in ACC's order confirmation document (being either Liverpool L33 7SA United Kingdom or Nijverdal, 7442 DV the Netherlands) as defined in Incoterms 2020. ACC cannot guarantee delivery dates (for which time shall not be of the essence) and they are subject to alteration without prior notice.

(c) Products shall be deemed to have been delivered upon the Purchaser's physical receipt of the shipment of Products or, in the case of software Products requiring acceptance by the Purchaser of a formal licence, upon the Purchaser's electronic acceptance of the software licence.

(d) If for any reason the Purchaser fails to accept delivery of the Products when they are tendered by ACC or, when it attempts to deliver the Products, ACC is unable to do so because the Purchaser has provided inadequate delivery instructions, documents, licences or authorisations, the Products shall be deemed to have been delivered and:

(i) risk in the Products shall pass to the Purchaser in accordance with condition 4; and

(ii) ACC may store the Products and the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance) until such time as the Products are delivered by ACC.

(e) ACC shall be entitled to deliver the Products in instalments in which case each instalment shall be treated as a separate contract and ACC's default or breach in respect of any instalment shall not entitle the Purchaser to cancel the remainder of the Contract or any part of it. Notwithstanding this, failure to accept delivery of and/or pay for an instalment shall entitle ACC to cancel any other instalment or treat the whole Contract as repudiated.

3.2 **ACC Returns Policy**

If a Product:

(a) fails to conform to the integrity, quantity, identity, purity or specifications set forth in the written description of the Product provided by ACC to the Purchaser, the Purchaser must notify ACC of the specific alleged non-conformance in writing within ten (10) business days of delivery, failing which, the Products shall be deemed to be accepted. Subject to receipt of such notification within such time period, and subject to the remainder of this condition 3.2 and condition 7.3, ACC shall as the Purchaser's sole remedy and at ACC's option, within thirty (30) days of written notice from the Purchaser of such non-conformity and issuance of an authorized return of the non-conforming Product, replace the Product with a conforming Product in the same quality and quantity as initially ordered, or credit the Purchaser with an amount equal to the price paid by the Purchaser in respect of the non-conforming Product.

(b) Before replacing the Product (or, in the alternative, crediting the Purchaser), ACC shall have the right to confirm any non-conformity and, for the avoidance of doubt, any allegedly defective Products will not be considered non-conforming, where they are past their expiry date (if any). ACC shall pay the shipping, packaging and insurance expenses associated with an authorized return and replacement.

(c) Notwithstanding the foregoing, items authorized for return must arrive at ACC's facilities in a satisfactory state suitable for resale to be eligible for Product replacement. A restocking charge of 25% of the invoice price or £25 (whichever is greater) shall be charged on returns of Products that, on inspection, are not determined to be non-conforming. Shipping charges will not be credited. Products may not be returned within 120 days of the expiry date.

(d) Unless otherwise specified in writing, NO RETURN FOR CREDIT OR EXCHANGE FOR CUSTOM-MADE PRODUCTS, FDA LICENSED PRODUCTS OR PRODUCTS WITH A STORAGE TEMPERATURE REQUIREMENT WILL BE ALLOWED UNDER ANY CIRCUMSTANCES. Upgrades to any software Products shall be according to the then current ACC upgrade policy.

This condition 3.2 sets out the entire liability of ACC in respect of such non-conforming Products, subject to condition 6.4.

3.3 **Samples for Testing**

For shipment of samples for testing in ACC Contract Test Service laboratories ("**CTS**"):

(a) The Purchaser shall comply with all applicable laws and regulations, including all required licences and approvals, governing the purchase and use of the services supplied by CTS and the legal shipment of samples to CTS. The Purchaser shall send the samples to CTS DDP (Incoterms 2020). The Purchaser shall ensure that the samples are declared at market value for customs purposes, insured by the Purchaser to the satisfaction of the Purchaser, and the Purchaser shall indemnify ACC against any VAT or applicable customs, duties, Fees and/or taxes in respect of such samples. All samples must be accompanied by a completed Sample Submission Form which is available upon request

(b) Acceptance by CTS shall be deemed to have occurred upon the completion of a satisfactory inspection of the sample shipment. For acceptance, a shipment of samples must be received in a container approved for the legal shipment appropriate for the type of samples enclosed, be in a sealed, unbroken container and labelled correctly so as to identify its contents.

(c) If a sample shipment fails to conform to the specifications set out in condition 3.3(b), CTS may dispose of the container as medical waste, and immediately notify the Purchaser, if identifiable, and invoice for the appropriate disposal charge.

(d) Samples submitted to CTS are held in a secure setting for at least two weeks prior to destruction per ACC SOPs.

(e) Unless otherwise specified in writing, NO RETURN OF SAMPLES TO THE PURCHASER WILL BE MADE UNDER ANY CIRCUMSTANCES. Upon completion of payment for services, sample data resulting from analysis will be sent to the Purchaser by facsimile, phone or as a .pdf file via electronic mail, or as specified on the Sample Submission Form only to the customer of record identified on the Sample Submission Form accompanying the submitted sample.

4. **Risk and Title**

4.1 Risk in the Products shall pass to the Purchaser upon delivery or deemed delivery of the Products in accordance with Incoterms 2020.

4.2 Risk in samples sent to CTS by the Purchaser shall remain with the Purchaser until receipt and acceptance by CTS.

4.3 From the time of delivery or deemed delivery until the time property in the Products passes to the Purchaser in accordance with this condition 4, the Purchaser shall insure the Products for their full value in a reputable insurance office for the benefit of ACC. Upon request, the Purchaser will require the insurer to note ACC's interest upon the policy. The Purchaser shall hold the proceeds of any claim under such insurance in respect of the Products on trust for ACC and shall account to ACC for the same.

4.4 Notwithstanding delivery and the passing of risk, property in the Products shall remain with ACC until ACC receives payment in full and cleared funds of:

(a) all sums due to it in respect of the Products; and

(b) all other sums owing or incurred by the Purchaser to ACC on any account whatsoever,

at which time (and not earlier) property in the Products shall pass to the Purchaser.

4.5 Until such time as the property in the Products passes to the Purchaser, the Purchaser shall hold the Products as ACC's fiduciary agent and bailee. The Purchaser shall be entitled to sell or use the Products in the ordinary course of its business but shall account to ACC for such proportion of the proceeds of the sale or use of the Products as shall equate to the price of the Products or any unpaid part thereof. Furthermore, ACC shall be entitled at any time to require the Purchaser to deliver up the Products to ACC and, if the Purchaser fails to do so forthwith, to enter upon the premises of the Purchaser or any third party where the Products are stored and repossess the Products, for which purpose, the Purchaser grants an irrevocable licence to ACC to enter its premises for Product recovery purposes.

5. **Price and Payment**

5.1 Unless otherwise agreed in writing by ACC or otherwise provided for in ACC's order confirmation document by incorporating into the Contract an Incoterm which provides differently, prices and other sums payable to ACC under the Contract and these Terms and Conditions are in GB pounds sterling and quoted as exclusive of value added tax and any other applicable use tax, sales tax, excise tax, customs, duty, inspection or testing fee or carriage charges, which shall be added to the price at the applicable rate and be payable by the Purchaser in addition to the prices quoted or invoiced.

5.2 Unless otherwise agreed in writing by ACC payment is due within thirty (30) days of the date of ACC's invoice and shall be paid in GB pounds sterling or in such other currency as ACC may specify.

5.3 If the Purchaser defaults in making any payment to ACC when due, without prejudice to its other rights and remedies:

(a) ACC may, at its option, defer delivery or cancel the Contract;

(b) ACC shall be entitled to charge the Purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 4% above HSBC Bank Plc's base rate from time to time from the due date until the date payment in full is received by ACC; and

(c) all other sums arising or incurred by the Purchaser to ACC but not already due for payment shall become due and immediately payable in full.

6. **Warranties and Exclusions**

6.1 ACC warrants that the Products will prior to their expiry date have the identity described and will have the purity represented by ACC in the associated label or Certificate of Compliance or Certificate of Analysis as, and only as, determined by the analytical methodologies specified by ACC.

6.2 The Purchaser's rights under this warranty are governed by the ACC Return Policy set forth in condition 3.2 above.

6.3 Save as expressly provided in these Terms and Conditions, all representations (whether made innocently, negligently or otherwise, but not fraudulently) and all warranties, conditions, guarantees or other terms that may be implied by statute, common law or otherwise are excluded to the fullest extent permissible by law.

6.4 Nothing in the Contract shall operate to exclude or limit any liability on the part of ACC for:

(a) death or personal injury arising from the gross negligence of ACC or its employees, agents (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of terms regarding title implied by s.12 Sale of Goods Act 1979; or

(d) defective product under the Consumer Protection Act 1987.

7. **Limitation of Liability**

7.1 Notwithstanding anything to the contrary in the Contract (but subject always to condition 6.4), ACC shall not be liable to the Purchaser whether in contract, tort, negligence, breach of statutory duty or otherwise, for loss of profit, or for any indirect, special or consequential loss or damage (whether occasioned by the negligence/gross negligence of ACC or its employees or agents) arising out of or in connection with the Contract or with any act or omission of ACC relating to the manufacture or supply of the Products or their use by the Purchaser or any third party.

7.2 The entire liability of ACC under or in connection with any Contract, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the price of those Products paid by the Purchaser under that Contract.

7.3 ACC shall not be liable for any lack of sufficiency, lack of fitness for purpose or defect in the quality of the Products arising from any instructions, specifications or other directions supplied by the Purchaser, the Purchaser's failure to follow ACC's instructions (whether oral or in writing) or to use the Products in accordance with their specification (if any) or any alteration or misuse of the Products by the Purchaser or any third party.

8. **Indemnification**

The Purchaser shall indemnify, defend, and hold harmless ACC, its suppliers, subsidiaries, employees, agents, successors, representatives, officers and assigns from and against all direct or indirect losses, liabilities, claims, damages, costs, and expenses (including without limitation legal fees) which ACC may suffer or incur related to, or by virtue of, the Purchaser's acquisition, handling, storage, shipping, disposal, and the Purchaser's or any third party's use, of the Products supplied by ACC.

9. **Reserve Policy**

9.1 Upon the Purchaser's request, ACC may reserve specific lots of reagent for the Purchaser for a period of up to one (1) year. The minimum volume of product that can be placed on reserve is one hundred (100) vials. Reserves are held no longer than one (1) year from the date of reserve acceptance or, if shorter, one (1) year short of the expiry date of that Product. This date is the reserve expiration date, which, once achieved, will trigger the automatic invoicing and shipping of the Product on reserve to the Purchaser who set up the reserve. Unless agreed otherwise in writing when the reserve is established, the Product on reserve will be shipped and invoiced at the current list price on the reserve expiration date.

9.2 A Standing Purchase Order covering the total amount is required for such reservation. Product remaining on the reserve within thirty (30) days of the reserve expiration date will be shipped and invoiced before the reserve expiration date.

9.3 Accepted orders are firm, and no return or cancellation of reserved or standing orders will be accepted by ACC.

10. **Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract (save for any payment obligation) to the extent that such failure or delay is caused by a "**Force Majeure Event**" or to the extent that the Force Majeure Event substantially hinders the performance of its obligations. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

11. **Law and Jurisdiction**

These Terms and Conditions, the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any associated non-contractual claims and disputes) between ACC and the Purchaser shall be governed by and construed in accordance with the laws of England and Wales. ACC and the Purchaser agree to submit to the non-exclusive jurisdiction of the courts of England and Wales, although they agree that any judgement or order may be enforced in any court of competent jurisdiction.

12. **General**

12.1 **Assignment and other dealings**

(a) ACC may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of ACC.

12.2 **Notices**

(a) Any notice or other communication given to a party under or in connection with the Contract shall 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 condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

(b) A notice or other communication shall be deemed to have been received:

(i) immediately if delivered personally, when hand delivered to an ACC representative at the address referred to above;

(ii) in four (4) business days if sent by pre-paid first-class post;

(iii) as documented if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

(iv) if sent by email, one business day after transmission and return receipt.

(c) The provisions of this condition shall not apply to the provision of service of any proceedings or other documents in a legal or regulatory action.

12.3 **Severance**

If any provision or part-provision of these Terms and Conditions or any Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such modification is not possible, the relevant provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions or the applicable Contract.

12.4 **Waiver**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, not shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 **Third Party Rights**

A person or entity who is not a listed party to the Contract shall not have any rights to enforce its terms, nor receive any benefit from the Contract.

12.6 **Variation**

Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by ACC.

12.7 **Calculating Time**

In computing the number of days for the purpose of the Contract, the time shall be so computed as to exclude the first day when notice is given and include the last day of any period. All days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday, or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or holiday.

12.8 **Data Protection**

In performing its obligations or exercising its rights under the Contract, each party will comply with all applicable requirements of the Data Protection Legislation. "**Data Protection Legislation"** means all legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the relevant party relating to the use of personal data (including the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to the relevant party.

12.9 **Vendor Oversight Programmes**

ACC reserves the right to decline participation in any form of supply chain reporting/resilience or vendor oversight programmes. Costs related to mandatory participation in such programmes shall be borne by the entity mandating participation and billed by ACC on an hourly basis at £90.00 per hour. In addition, ACC respectfully declines participation in Ariba and/or similar vendor management/billing or oversight third parties.