

EVOTEC (UK) LTD
STANDARD TERMS AND CONDITIONS OF ZEBRAFISH SERVICE

1. Definitions

1.1. In these Terms, the following words have the following meanings:

“**Accepted Order**” means an order from the Client for which an Order Acceptance has been issued;

“**Compounds**” means the compounds supplied by the Client as specified in the Order Form;

“**Confidential Information**” means any information that is disclosed by the Client to Evotec or which comes to Evotec’s knowledge as a result of providing the Services;

“**Contract**” means any contract between Evotec and the Client for the sale and purchase of Services incorporating these Terms, the Order Form and the Specification;

“**Client**” means the person, firm, company or organisation so described on the Order Form;

“**Delivery Date**” means the estimated date for delivery of the Report as set out in the Order Acceptance;

“**Evotec**” means Evotec (UK) Limited, a company registered in England with company number 02674265 and whose registered office is 114 Milton Park, Milton, Abingdon, Oxfordshire, OX14 4SA;

“**Order Acceptance**” means confirmation from Evotec in writing accepting Client’s offer to purchase Services

“**Order Form**” means the order form attached to and incorporating these Terms;

“**Price**” means the price for the Services and any other charges as set out in the Order Form and confirmed in The Order Acceptance;

“**Report**” means a written report setting out the results of the Services;

“**Safety Data**” means technical information relating to the Compounds which is sufficient to allow safe handling and use of the Compounds by Evotec to provide the Services;

“**Services**” means the services to be conducted by Evotec as identified in the Order Form and more particularly described in the Specification;

“**Specification**” means the description of each of Evotec’s service offerings supplied to the Client with the Order Form; and

“**Terms**” means these terms and Terms of sale, together with any terms and Terms set out in the Order Acceptance

1.2. Term headings do not affect the interpretation of these Terms.

2. Acceptance of orders

2.1. When the Client sends to Evotec:

2.1.1. a completed Order Form;

2.1.2. the Compounds specified in that Order Form in the quantity and form specified; and

2.1.3. the Safety Data;

it is making an offer to purchase the Services on these Terms. The binding Contract is formed when Evotec returns the Order Acceptance to the Client.

2.2. The only terms and conditions applicable to an Accepted Order shall be those set out herein and any additional provisions contained on the Order Acceptance and/or in any confidentiality agreement between the parties. No other terms and conditions shall apply including, without limitation, the Client’s own terms and conditions.

2.3. If Evotec accepts a Client’s order by e-mail, acceptance shall be deemed to take place and a valid Contract formed when Evotec’s e-mail is received by the Client’s e-mail system.

2.4. For the avoidance of doubt, the absence of signatures on behalf of the Client and Evotec on any Order Acceptance issued by Evotec shall not affect the validity of a Contract formed by e-mail in accordance with Term 2.3 above.

2.5. Evotec may amend any Services where necessary to comply with any statutory or regulatory requirement or in any way that does not materially affect their quality.

2.6. Subject to Term 2.5, neither the Contract nor any Services may be amended, supplemented, cancelled or varied without the written agreement of both Evotec and the Client.

3. Performance

3.1. Evotec will use reasonable endeavours to supply the Services in accordance with the Contract and to provide the Report to the Client on or before the Delivery Date.

3.2. Evotec will carry out the Services with reasonable skill and care and in accordance with all applicable laws and regulations.

3.3. Evotec will use the Compounds only for the Services and will destroy any of the Compounds remaining in its possession after completion of the Services.

3.4. The Client warrants that it is not aware of any risks or hazards that may arise from the use of the Compounds by Evotec to provide the Services except as set out in the Safety Data.

4. Payment

4.1. Evotec will invoice the Client for the Price on or after the date of delivery of the Report to the Client.

4.2. The Client will pay the Price to Evotec within thirty (30) days after the date of Evotec’s invoice.

4.3. The Price is exclusive of any value added tax, excise tax, duty, custom, inspection or testing

fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority for which the Client will be additionally liable at the applicable rate from time to time.

- 4.4. Interest may be charged by Evotec on any late payments due under this contract at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 at the date of the invoice relating to the Services.

5. Intellectual Property Rights

- 5.1. As between Evotec and the Client, ownership of the physical property and any intellectual property rights in the Compounds will remain with the Client.
- 5.2. The Client will own all intellectual property rights in the results of the Services and Evotec agrees to assign all such intellectual property rights to the Client.
- 5.3. Except as expressly set out in this Term 5, nothing in the Contract assigns or transfers any intellectual property rights or grants either party any licence to use any intellectual property rights except that Evotec may use, for the purpose of performing its obligations under the Contract, all information and materials (including the Compounds) supplied to it by or on behalf of the Client.

6. Confidentiality

- 6.1. Evotec will keep the Confidential Information secret and will not disclose any part of it to any other person or use it for any purpose other than as necessary to fulfil its obligations under the Contract without the Client's prior written consent.
- 6.2. The restrictions contained in Term 6.1 will not apply to Confidential Information which:
- 6.2.1. was already in Evotec's possession or at its free disposal before it was disclosed by the Client;
- 6.2.2. is disclosed to Evotec without any obligation of confidence by a third party;
- 6.2.3. is or becomes generally known anywhere in the world through no act or default on the part of Evotec;
- 6.2.4. is independently developed or discovered by Evotec without use of or reliance upon information provided by the Client;
- 6.2.5. Evotec is required to disclose pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction.

7. Client Limitation of Liability and Indemnity

- 7.1. All implied warranties, terms and conditions, whether arising by operation of law or otherwise, are expressly excluded from the Contract to the full extent permitted by law.
- 7.2. If Evotec fails to comply with its obligations under Term 3.1 or 3.2 and the Client has notified Evotec of that failure within ninety (90) days after the Delivery Date for the relevant Service, Evotec

will (at its option) either re-supply the Service at no additional charge to the Client or refund the Price paid by the Client for that Service.

- 7.3. The Client acknowledges that the Services involves research and it is not possible to guarantee that it will be possible to deliver the Report by the estimated Delivery Date (as set out on the Order Acceptance) or at all. Accordingly Evotec shall not be liable for any failure to deliver the results within the estimated time scale or at all provided that it has used reasonable endeavours as set forth under Term 3.1.
- 7.4. In any event, subject to Term 7.7, the maximum liability of Evotec under or in connection with the Contract and the Services will not exceed the Price.
- 7.5. Evotec will not be liable to the Client or be deemed to be in breach of the terms of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if the delay or failure was due to any cause beyond Evotec's reasonable control (including any delay or failure by the Client to perform any of its obligations under the Contract).
- 7.6. Evotec shall not be liable for any incidental, consequential or contingent loss or damages of any kind (including loss of profit) resulting from any use or failure of the results of the Services or any failure to deliver the Report on the estimated Delivery Date or at all.
- 7.7. Nothing in these Terms shall operate to limit or exclude any liability, right or remedy to a greater extent than is permissible under English Law, including without limitation in relation to (a) death or personal injury caused by the negligence of a party to this Contract or (b) fraudulent misrepresentation or deceit..
- 7.8. The Client will indemnify Evotec and every director, officer, agent or employee of Evotec and keep them fully and effectively indemnified against all losses, liabilities, damages and expenses (including legal fees and costs) suffered or incurred by them in connection with any action or claim made or brought against any of them by any third party as a result of Evotec's use of the Compounds in conducting the Services or as a result of the Client's use of the results of the Services or any information provided by Evotec under or in connection with the Contract or the Services except to the extent that such actions, claims, costs, expenses and damages are directly attributable to the negligence or wilful misconduct of Evotec.
- 7.9. In entering into the Contract, the Client acknowledges that it has not relied on any warranties, representations or statements made by Evotec, its employees or agents which are not in writing in the Order Acceptance or in any other current technical literature issued by Evotec to its customers.

8. General

- 8.1. These Terms, the Order Form and the Specification constitute the entire agreement between Evotec and the Client in relation to the Services and supersede all earlier agreements, arrangements and understandings relating to the Services. Except in the case of fraud, the parties acknowledge that they are not relying on any representation, warranty, term or condition which is not set out in these Terms.
- 8.2. Nothing in this Contract will create, imply or evidence any partnership or joint venture between Evotec and the Client, or the relationship between them of principal and agent.
- 8.3. The failure of either party to require performance by the other party of any provision of the Contract will not affect the full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of the Contract be taken or held to be a waiver of the provision itself.
- 8.4. The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to this Contract. Nothing in this Contract shall confer on any third party the right to enforce any provision of this Contract.
- 8.5. If any terms of the Contract are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other terms and the remainder of the terms in question shall not be affected.
- 8.6. The Contract shall be governed by the laws of England and the Client agrees to submit to the exclusive jurisdiction of the English courts.