

LGC CLINICAL DIAGNOSTICS
Global Terms and Conditions

1. LGC Clinical Diagnostics, Inc. ("LGC") or any specified affiliate of LGC, reserves the right to extend these Terms and Conditions to any of its locations.
2. If Customer accepts the services ("Services"), or uses the products ("Products") purchased from LGC and covered hereby, Customer shall be deemed to accept and consent to these Terms and Conditions. If LGC and Customer have heretofore entered into a separate, fully executed written contract containing specific terms covering the sale of such Products or covering the Services, the Terms and Conditions of such fully executed contract shall govern. Notwithstanding the foregoing, LGC's web based subscription services licensed by Customer are excluded from these terms and conditions and shall be governed by the accompanying or embedded applicable Terms of Use.
3. Unless the data and/or information is publicly available, neither LGC nor the Customer will disclose to third parties other than as required by a court of law or other competent legal authority, any proprietary data and/or information of the other Party, including without limitation pricing, information concerning the samples to be processed, or any information contained in an applicable Quotation without the prior consent of the other Party. For the avoidance of doubt the Parties may disclose said information to its respective employees, affiliates, accountants, attorneys, or consultants who have a need to know and is conditioned upon their obligation to keep such information confidential.
4. Cancellation/Change Orders arising hereunder may not be changed or amended only by written agreement signed by both LGC and Customer.
5. The charges payable by the Customer to LGC for the Services or sale of Products are those set out in this Quotation and are due net thirty (30) days from receipt of the invoice as is further discussed in Section 7 below. Any applicable shipping and/or handling fees related to the shipment of Products imposed by LGC shall be paid by Customer and noted as a separate line item on the invoice.
6. Any tax, duty, or other fee of any nature whatsoever, excluding income taxes, imposed by a government authority on or measured by the transaction between LGC and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event LGC is required to pay any such charges, Customer shall reimburse LGC. In lieu of such payment, Customer shall provide LGC at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, duty, or fee.
7. Unless otherwise set forth in an applicable Quotation, LGC reserves the right to vary the prices for the Products and/or Services upon thirty (30) days prior written notice to Customer. Price modifications shall not go into effect until after such thirty (30) day period. Unless otherwise specified, payments are due monthly and Net 30 days from receipt of invoice, in U.S. Dollars. Unpaid balances will accrue interest at the lower rate of 1.5% per month past due or the highest legal rate allowable in the state where the Services or sale of Products are provided. LGC further reserves the right to dispose of or sell any material held at LGC's facilities as a result of the Services provided for hereunder for non-payment by Customer extending beyond a ninety (90) day period. Additionally, LGC may at its discretion suspend or terminate the provision of the Products and/or Services if the Customer fails to make any payment when and as due mentioned in the foregoing sentence or otherwise defaults in any of its obligations under these Terms and Conditions, or any applicable Quotation or any other agreement with LGC. Delivery terms shall be F.C.A. LGC facility, freight will be added to the invoice. Title and risk of loss shall pass to Customer upon delivery to the carrier specified by the Customer. LGC reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of Customer's obligations to accept remaining deliveries. Customer shall be responsible for all delivery charges as indicated in the invoice as a separate line item. All delivery dates and times are approximate only and are given in good faith by LGC. LGC will make every effort to comply with the Customer's requests and stated delivery dates and shall not be held responsible, liable or deemed to have broken these Terms and Conditions or an applicable Quotation if delivery is late due to unforeseen factors or circumstances beyond LGC's control, including but not limited to customer changes to specifications, any act of God, war strike, lockout, industrial action, flood, drought, storm or other event beyond LGC's control or any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control.
8. Upon Customer's receipt of Products shipped hereunder, Customer shall inspect the Products and notify LGC's Customer Services Department of any claims for shortages, over shipment, damages or defects within fourteen (14) days of receipt. Any Product not rejected during such fourteen (14) day period will be deemed to be accepted by Customer. No Products are authorized to be returned to LGC without prior authorization by LGC and accompanied by a return goods authorization from Customer setting forth the basis or bases for such claim. Freight payment will be determined after return goods authorization has been granted. Products shall be shipped to the appropriate LGC facility, 37 Birch Street, Milford, Massachusetts 01757, 910 Clopper Road, Gaithersburg, Maryland 20878, or 221 US Route 1, Cumberland Foreside, ME 04110 as indicated by LGC. LGC reserves the right to charge a restocking fee on any Product(s) returned due to Customer error. The restocking fee is \$50.00 or 25% of the purchase price, whichever is greater. In the event that LGC instructs Customer to destroy the product rather than return it to LGC, the Customer shall do so, certifying the destruction by signing the then current Proof of Destruction form.
9. An applicable Quotation may be terminated by LGC or the Customer upon ninety (90) days prior written notice to the non-terminating party. The Customer shall be liable for the Services completed by LGC or the Products delivered up to and including the date of termination together with the costs of the materials ordered by the Company and the non-cancellable expenses already incurred in the performance of the Services or manufacture of the Product (including custom Products), and any outstanding invoices. Customer shall remove any of its samples, material held and/or equipment prior to the ninety (90) day termination period. After such ninety (90) day period, LGC shall dispose of such samples, material held and/or equipment.
10. LGC represents that it shall exercise all reasonable skill and care in the performance of the Services and that the Products supplied by LGC will comply with the specifications set forth within an applicable Quotation and shall conform substantially to the description of such Products as provided in our catalogues and literature accompanying the Products until their respective expiration dates, if applicable. According to normal manufacturing industry standards, Products using bulk processed materials may have a higher or lower volume within ten (10%) percent of the product quantity ordered. THIS WARRANTY IS EXCLUSIVE AND LGC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE. LGC's warranty shall not be effective if LGC determines, at its sole discretion, that Customer has altered or misused the Products or have failed to use or store them in accordance with instructions furnished by LGC. Customer agrees that LGC's sole liability, and Customer's sole exclusive remedy, for non-conforming Products shall be, at Customer's option (applying analytical methods reasonably selected by LGC), (a) re-delivery of any non-conforming product or re-performance of any non-conforming Services, or (b) a refund of the price allocable to the non-conforming products or Services. LGC's total liability to the Customer whether for gross negligence, breach of contract or otherwise shall in no circumstances exceed the charges payable by the Customer for the Services or the Product. LGC accepts no liability for indirect or consequential loss, loss or corruption of data, or loss of profits, revenue, business or goodwill even if LGC had notice of the possibility of such damages. All conditions, warranties, guarantees and representations, express or implied, by statute, common law or otherwise in relation to the Services or Product (other than any liability which LGC is not permitted by law to exclude or restrict) are hereby excluded to the fullest extent permitted by law. If LGC manufactures custom goods for Customer based on instructions, specifications, or other directions Customer provides to LGC, LGC shall not be liable for the lack of sufficiency, fitness for purpose or quality of the Products to the extent attributable to such instructions, specifications, or other directions. Customer shall defend, indemnify and hold harmless LGC, its agents or employees from and against any third party claim arising from Customer's use of the Product inconsistent with LGC's stated use and/or the terms and conditions of these Terms and Conditions.

11. LGC does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims of any United States or other patents covering the use thereof in combination with other products or in the operation of any process. Additionally, Customer is required to indemnify LGC from any legal action that may result from a custom order, or from Customer's use of a Product manufactured by LGC under these Terms and Conditions.
12. LGC's failure to supply quantities of Product equal to Customer's order shall not be deemed a breach of these Terms and Conditions, it being understood and agreed that in accordance with normal manufacturing industry standard, Products using biological based materials may have a higher or lower yield. As such, Customer agrees that the order has been filled when Product yield is within ten (10%) percent of the product quantity ordered.
13. For all international shipments, the LGC Customer Service department will provide order confirmation documentation to you once a PO is received to support your submission for your country's permit. Customer is responsible for submitting a copy of all applicable import permit(s) to LGC Customer Service prior to the LGC's shipment of the Product. Please note, LGC cannot initiate shipment without a copy of such permit.
14. LGC's failure to strictly enforce any Term or Condition of an order or to exercise any right arising hereunder shall not constitute a waiver of LGC's right to strictly enforce such Terms and Conditions or exercise such right thereafter. All right and remedies under these Terms and Conditions are cumulative and are in addition to any other rights and remedies LGC may have at law or in equity.
15. These Terms and Conditions, together with any applicable Quotation, are between LGC and the Customer as principals and shall not be assignable by the Customer without LGC's prior written permission. LGC may sub-contract the performance under an applicable Quotation in whole or in part.
16. Any notice to be given under these Terms and Conditions shall be given in writing and may be sent by first class prepaid letter post or facsimile addressed to the receiving party at the last known address of the recipient (in which event it shall be deemed to have been given on the second day following the day on which the notice was posted).
17. These Terms and Conditions shall be governed by, construed under and interpreted in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to the conflict-of-laws provisions thereof. The parties specifically disclaim the United Nations Convention for the International Sale of Goods. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed so as to be enforceable to the maximum extent permissible by applicable law.