



**4. Prices & Payment**

4.1 The Client shall pay the Company the charges set out in the Quotation or any agreed amendment thereof, as applicable, or as otherwise agreed by the parties, for the provision of the Services (“**Consideration**”) and shall pay the Company on demand for any expenses incurred in the provision of the Services (“**Costs**”), unless expressly agreed otherwise in writing.

4.2 The Company may issue invoices in respect of Services:

4.2.1 upon completion of the Services; or

4.2.2 upon completion to the Company’s reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

4.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

4.3 The Client shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off.

- 5.8.1 there is no responsibility to any person or body other than the Client;
- 5.8.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
- 5.8.3 the Deliverable is determined solely by the professional analysis or work undertaken by the Company's staff in accordance with each individual Contract and any forecasts by the Company of the results is an estimate only;
- 5.8.4 the Company is entitled to be paid the Consideration upon performance of the agreed upon Services irrespective of the

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accuracy, completeness of results, the prospects or likelihood of success of the Clinical Trial, or the validity, scope, or non-infringement of any Intellectual Property Rights involved in the development of a drug product, the Clinical Trial Materials or their Manufacturing) are, to the fullest extent permitted by law, expressly disclaimed and excluded from the Contract.

9.3 SUBJECT TO THE REMAINING SECTIONS IN THIS ARTICLE 9, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:

9.3.1 LOSS OF PROFITS; LOSS OF BUSINESS; LOSS OF REVENUE; LOSS OF MARKETS; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR

8.3.2 ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES, OR EXPENSES; OR PURE ECONOMIC LOSS.

THIS SECTION 9.3 SHALL APPLY REGARDLESS OF WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.4 SUBJECT TO SECTIONS 9.3 AND 9.8, THE COMPANY'S TOTAL LIABILITY TO THE CLIENT IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) US \$5,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH CALENDAR YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. UNDER NO CIRCUMSTANCE SHALL COMPANY'S LIABILITY EVER EXCEED ITS PROPORTIONATE SHARE WHERE MORE THAN ONE PARTY HAS LIABILITY. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

9.4.1 the Client notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Client becoming aware thereof and within one (1) year after the completion of the Services to which the claim relates; and

9.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Client's claim otherwise relates.

9.5 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9.6 The Client acknowledges that the above provisions of this Article 9 are reasonable and reflected in the price which would be higher without those provisions and the Client will accept such risk and/or insure accordingly. The Client agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:

9.6.1 breach of any law by the Client

10.6 The Client shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that (i) the Manufacturing or use of any Clinical Trial Material, or (ii) any data, equipment or other materials supplied by the Client for the performance of the Services, involves the infringement of any Intellectual Property the Client

which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.

14.3 On termination of the Contract for any reason the Client shall immediately pay to the Company all indebtedness to the Company

- 21.3.4 ensure that at all times it has in place appropriate technical and organizational measures as required by the applicable Federal and State laws, Article 32 of the GDPR, if applicable, and any other applicable Data Protection Laws;
- 21.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;
- 21.3.6 implement appropriate organization and technical measures to assist the Data Controller in meeting its obligations in relation to the applicable Federal and State laws, Articles 33 to 36 of the GDPR, if applicable, and any other applicable Data Protection Laws taking into account the nature of processing and the information available to the Data Processor;
- 21.3.7 not authorize any sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are to e

