STATEMENT OF TERMS AND CONDITIONS
BIOLOGICS TESTING/VIRAL CLEARANCE STUDIES

Any order to conduct Biologics Testing and Viral Clearance Services by BioReliance shall be upon the terms and conditions of the Contract as defined below.

1.1 Definitions

In these Terms and Conditions the following expressions shall have the following meanings, namely:

"Affiliate" means any company which directly or indirectly controls, is controlled by or is under common control with the relevant party in the Contract ("control" shall mean the ownership of at least 50% of the voting rights in such company or otherwise having the right and power to control the management of such company).

"**Batch Record"** means the BioReliance working documents incorporating all the detailed procedural steps required to perform biosafety and product release test assays and which consist solely of such working documents used directly by BioReliance facility operators to perform such test assays.

"BioReliance Confidential Information" means all information and data, whether written or oral, pertaining to BioReliance that is not commonly known by or available to the public including, without limitation, technical and non-technical data, formulae, procedures, methods, assays, techniques, know-how, specifications, drawings, designs and processes including, without prejudice to the foregoing generality, BioReliance Methodology.

"BioReliance Methodology" means, where applicable to the Services, the BioReliance working documents constituting standard operating procedures ("SOPs"), Protocols, Technical Specifications and Workbooks incorporating all the detailed procedural steps required to perform biosafety test assays, virus assays and/or quality test assays but excluding therefrom the Results.

"**Certificate of Analysis**" means in relation to biologics testing services or product release testing services, a report summarising the Results derived from the study identified in the Documentation;

"Contract" means collectively (1) these Terms and Conditions and the Quotation, each of which shall become binding on the Client upon the Client's execution and delivery of the Quotation to BioReliance and (2) the Documentation.

"Client" means the party with whom BioReliance enters into a Contract.

"Client Confidential Information" means all information and data, whether written or oral, pertaining to the Client or the Test Article that is not commonly known by or available to the public including, without limitation, technical and non-technical data, formulae, procedures, methods, techniques, know-how, specifications, drawings, designs and processes.

"Client Information" means the Client Confidential Information and the Data.

"Data" means all documentation, records, raw data, specimens or other work product generated during the performance of the Services including that part of the Workbook or Batch Record constituting the Results.

"Documentation" means (1) in relation to biologics testing services or product release testing services which BioReliance has agreed will be performed in compliance with the principles of GMP, a Standard Operating Procedure and a Technical Specification and (2) in relation to biologics testing services or product release testing service which BioReliance has agreed will be performed in compliance with the principles of GLP, an outline plan of a defined programme of study containing a description of the rationale and methodology used to perform an assay or assays and shall comprise of a Protocol or Study Plan, both of which shall be considered equivalent and (3) in relation to viral clearance services an agreed study plan for the execution of a viral clearance study and shall comprise of a Protocol or Statement of Work, both of which shall be considered equivalent.

"Final Report" means (1) in relation to biologics testing services or product release testing services where applicable, a report summarising the methods, Results, observations and conclusions derived from the study identified in the Documentation, and (2) in relation to viral clearance services, a report detailing all relevant procedures and Results obtained by execution of the agreed Documentation.

"GLP" means all current laws and regulations related to Good Laboratory Practice as specified in The Good Laboratory Practice Regulations 2004 (SI 2004/994) incorporating the OECD GLP principles and all other current UK governmental requirements and all other applicable laws, guidelines and/or regulations pertaining thereto and which may be applicable or come into force from time to time.

"**GMP**" means all current laws and regulations related to Good Manufacturing Practice as outlined in European Commission Directive 2003/94/EC and the corresponding EU Guidelines to Good Manufacturing Practice.

"Price" means the price to be charged for the Services, as detailed in the Quotation.

"Quotation" means the document describing the Services generally and detailing the Price and the payment terms.

"Regulations" means GLP or GMP as applicable and all other relevant laws and regulations applicable to the Services.

"Results" means all data and information generated as a result of, or otherwise arising out of, the provision by BioReliance of the Services and which form the basis of the Certificate of Analysis or Final Report as applicable.

"Services" means the biologics testing services and/or product release testing services and/or viral clearance and other services more fully described in the Contract.

"**Study Director**" means an individual designated by BioReliance to be responsible for the overall conduct of the Services.

"**Technical Specification"** means an outline plan of a defined programme of study containing a description of the rationale and methodology used to perform an assay or assays.

"**Terms and Conditions**" means the terms and conditions contained in this document.

"Test Article" means the compounds, the materials or other substances supplied by the Client and to be used by BioReliance in providing the Services all as more fully described in the Documentation, including all derivatives, analogs, modifications, or components thereof.

"**Workbook**" means the BioReliance working documents incorporating all the detailed procedural steps required to perform product release test assys and which consists solely of such working documents used directly by BioReliance facility operators to perform such test assays.

2. STANDARD OF PERFORMANCE.

2.1 BioReliance will perform the Services using due care in accordance with (a) the Documentation, (b) generally prevailing industry standards, and (c) the Regulations.

2.2 BioReliance will make commercially reasonable efforts to start and complete the Services in a timely fashion and will notify the Client if BioReliance determines that there are likely to be substantial changes in the proposed start or completion dates of the Services. Where any time-scales have been provided by BioReliance for the completion of the Services such estimates have been provided in good faith and are based on information reasonably available to BioReliance at the time BioReliance provided such estimates.

3. STUDY DOCUMENTATION

3.1 Where the Services comprise of biologics testing services or product release testing services the Client, by its signature of the Quotation, shall be deemed to have satisfied itself that the Documentation detailed in the Contract are satisfactory for the Client's purposes.

3.2 Where the Services comprise of a viral clearance study, after BioReliance's receipt of the Quotation signed by the Client, BioReliance will, where the wording has not been previously agreed, submit to the Client a written draft of the Documentation for the Services. It shall be the responsibility of the Client to determine prior to commencement of the Services that the Documentation to be followed by BioReliance in performing the Services are satisfactory for the Client's purposes. The Client's written approval of the Documentation shall evidence the Client's determination that the Documentation are satisfactory for the Client's purposes.

3.3 It is acknowledged by the Client that BioReliance shall have no obligation to provide any information to or advise the Client on the types of assays to be carried out on the Test Article or the final selection of assays incorporated within the Services. In the event BioReliance provides any information and advice to the Client with respect thereto, the Client acknowledges that the Client shall have the sole responsibility to decide whether to carry out such assays on the Test Article or to incorporate such assays within the Services and that BioReliance shall not have any liability to the Client with respect to any such information and advice.

4. FEES AND PAYMENT.

4.1 Client shall make payment to BioReliance of the Price in accordance with the Quotation issued to Client for the Services. Unless otherwise agreed in writing by BioReliance, payment terms shall be net thirty (30) days from date of invoice. If BioReliance does not receive payment by the due date, an interest charge may be added at the rate of 1% per month or part thereof (12% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof until settlement in full without prejudice to the rights of BioReliance to take such action as it considers appropriate to secure payment of all such sums outstanding.

4.2 In addition to entitlement to interest as aforesaid should any invoice remain unpaid beyond the due date BioReliance reserves the right to suspend work on the Services and/or withhold delivery of any Certificate of Analysis or Final Report not yet delivered (in which case any estimated timescale for completion of the Services shall be deemed to be extended by the period of suspension or withholding).

4.3 Any discounts for performance of Services must be expressly offered to Client by BioReliance in writing. Under no circumstances will BioReliance honour any discounts automatically taken by Client for any reason, even if Client has informed BioReliance in writing of the possibility of such discount. BioReliance may charge the interest rates set forth above for any unpaid amounts owed to BioReliance as a result of such unauthorized discount.

5. MATERIALS.

5.1 Client will provide BioReliance with sufficient amounts of the Test Article with which to perform the Services, as well as all sufficient and comprehensive data and information, including but not limited to material safety and data sheets, concerning the stability of the Test Article, handling, storage and safety requirements. In the event Client becomes aware of any additions, deletions, or modifications to any such requirements during the course of the Services or any retention of any samples of Test Article, it shall immediately notify BioReliance thereof. Unless otherwise required by the Regulations, upon completion of the Services, any remaining samples of the Test Article will be destroyed by BioReliance within 30 days of issue of the last relevant Certificate of Analysis or Final Report.

5.2 Where regulatory approval is required for BioReliance to work with the Test Article, BioReliance's obligation to begin performance of the Services shall be subject to the receipt of all such approvals. The Client (or, to the extent otherwise agreed in writing between BioReliance and the Client, BioReliance) shall use all commercially reasonable endeavors to ensure that BioReliance receives all such approvals in a timely manner, consistent with any time estimates provided by BioReliance, by diligently applying for, and pursuing receipt of such approvals. Each of BioReliance and the Client will endeavour to provide its reasonable assistance to the other party in such other party's foregoing efforts; provided, that the Client shall reimburse BioReliance for all reasonable out-of-pocket costs and expenses incurred by BioReliance in providing such assistance. If there is any delay in the obtaining of any such approvals, then any estimates provided by BioReliance shall be deemed extended by a period equal to the duration of such delay. If such approvals are not, or cannot be, obtained, then the terms of Section 17.1 will apply.

5.3 If BioReliance has agreed to undertake the procurement of any custom or non-standard materials from a third party in connection with the performance of the Services, then BioReliance's obligation to procure such materials shall be subject to BioReliance's reaching agreement with such third party on terms and conditions of such procurement which are satisfactory to BioReliance in BioReliance's sole discretion. BioReliance shall not have any obligation to procure any such custom or non-standard materials if such an agreement cannot be reached with such third party.

5.4 Risk of loss or damage to the Test Article shall remain with the Client. In the event of any loss of, or damage to, the Test Article, or if additional Test Article is required to enable BioReliance to repeat all or any part of the Services, then BioReliance shall carry out the work necessary to repeat the Services or the relevant part thereof as soon as reasonably practicable after receipt from the Client of sufficient quantities of the replacement or additional Test Article, as applicable, to enable BioReliance to do so (and that at BioReliance's sole cost where such loss or damage or requirement to repeat is the fault of BioReliance and at the cost of the Client where otherwise). If the loss of, or damage to, the relevant Test Article, or the need for additional Test Article to enable BioReliance to repeat all or any part of the Services, is the result of BioReliance's breach of any warranty or obligations of BioReliance under the Contract, then BioReliance shall reimburse the Client for the reasonable cost of shipping such replacement or additional Test Article to BioReliance but, for the avoidance of doubt, not the cost of producing any such replacement or additional Test Article.

5.5 In the event BioReliance is required to return or send any Test Article to the Client, either during or following upon completion of the Services, BioReliance shall make delivery of the Test Article to the Client, ex works (Incoterms 2000) at BioReliance's facility, and, in all cases, the Client shall be responsible for all costs associated with such delivery and shall bear the whole risk of loss or damage to the Test Article.

6. CHANGES.

6.1 Client shall have the right to request reasonable changes in or modifications ("Changes") to the Documentation for Services which BioReliance has agreed to conduct and which have not been completed. All such Changes shall be in writing and shall be signed by authorized representatives of BioReliance and Client. If such Changes result in an increase in the cost of the Services, the fee shall be adjusted commensurate with such increase. If such Changes affect the projected completion date of the Services, the completion and report due dates shall be adjusted commensurate with such affect.

6.2 In the event that BioReliance should deem it advisable or necessary to make variations to, or deviate from, the Documentation, BioReliance shall obtain the Client's approval if BioReliance considers that any such variation or deviation will affect the validity or interpretation of the Results or the Price.

7. DATA.

Client shall be the exclusive owner of and shall have title to all Data. Client shall not own or have title to any BioReliance Methodology . Unless otherwise agreed to, upon completion of the Services, BioReliance shall store and maintain all Data in accordance with the Regulations. After three (3) years (or such shorter period as may be specified in the Regulations), BioReliance shall be entitled to contact Client for instructions regarding the return, continued storage, or disposal of all Data. Should Client wish to have the Data returned, BioReliance will inventory, box and ship Data to the address specified. Client shall bear all shipping costs. The cost to inventory and box the Data will be borne by BioReliance. Should Client wish BioReliance to continue to store the Data BioReliance shall be entitled to charge a reasonable fee for such storage. Should Client wish the Data to be disposed of the disposal costs will be borne by BioReliance. In the event no response is received from Client within thirty (30) days of the date of the contact letter, BioReliance shall at its discretion be entitled either to charge a fee to Client for continued storage of the Data or return the Data to the Client (the Client bearing the shipping costs).

8. CONFIDENTIALITY.

8.1 During performance of the Services and for ten (10) years thereafter, BioReliance will treat all Client Information as confidential and will not knowingly disclose the same to any person other than Client or its designated representatives or to BioReliance's Affiliates where reasonably required to perform the Services.

8.2 The foregoing provisions of Section 8.1 shall not apply to that part of Client Information which BioReliance can prove: -

a) is already lawfully known to BioReliance; or
b) is or becomes publicly known by any means whatsoever, through no wrongful act of BioReliance; or
c) is received from a third party without breach of any obligation of confidentiality owed by that third party to the Client; or
d) is independently developed by or for BioReliance without use of or reference to the Client Information.

8.3 During performance of the Services and for ten (10) years thereafter and subject to the provisions of Section 8.2, Client will treat all BioReliance Confidential Information as confidential and will not knowingly disclose same to any third party other than Affiliates where reasonably required.

8.4 Notwithstanding the provisions of Sections 8.1 and 8.3, BioReliance and its Affiliates may disclose or use the Client Information, and the Client and its Affiliates may disclose or use the BioReliance Confidential Information (a) to the extent necessary to make any required governmental or regulatory filing or submission or (b) to the extent required under applicable law in connection with any court action or any proceeding, audit, investigation, or inquiry by or before any Government, local or foreign governmental agency, commission, bureau, authority, court or arbitration tribunal; provided that the party required to make any of the foregoing disclosures provides written notice to the other party as soon as is reasonably practicable after becoming aware of such requirement and cooperates with such other party, at such other party's expense, to obtain a protective order or other similar determination with respect to the information required to be disclosed.

9. REPORTS.

BioReliance shall deliver, in the case of Services BioReliance has agreed to perform in compliance with the principles of GMP, a Certificate of Analysis or, in the case of all other Services, a Final Report of findings for each element of the Services for which a Certificate of Analysis or Final Report is required. If the Client requests a draft Report, the Client shall have thirty (30) days from receipt of the draft Report to review the draft Report and provide comments to BioReliance. Within thirty (30) days of receipt of any Client comments, BioReliance will provide Client with the Final Report. If no comments are received from Client within thirty (30) days following delivery of the draft Report to the Client, the draft Report shall be issued to Client as a Final Report.

10. FACILITY VISITS AND CLIENT AUDITS.

Upon reasonable advance notice, BioReliance will permit a maximum of two (2) Client representatives to visit BioReliance's facilities annually for a maximum of two (2) working days and during normal working hours, to observe progress of the Services, discuss the Services with appropriate officials of BioReliance, and inspect and copy records and Data relevant to the Services. Additionally Client may request "for cause" audits to address product quality issues. With the exception of "for cause" audits BioReliance reserves the right to make a reasonable charge for additional auditing time and/or additional Client representatives. Facility visits shall also be permitted during the Data retention period described in Section 7 above. During facility visits, Client may inspect, but shall not be permitted to copy or remove, in whole or in part, any of the BioReliance Methodology. While on BioReliance's premises, Client shall adhere to any and all safety, security, and confidentiality measures required by BioReliance.

11. USE OF NAMES.

Client shall not use BioReliance's name or the names of BioReliance's employees in any advertising or sales promotional material or in any publication without prior written consent of BioReliance. BioReliance will not use Client's name or the names of Client's employees in any advertising or sales promotional material or in any publication without prior written consent of Client. Notwithstanding the above, Client shall be permitted to use BioReliance's name in any regulatory submission associated with the Client's project for which the Services are being performed without prior written consent of BioReliance, and BioReliance shall be permitted to use Client's name to the extent necessary to comply with regulatory requirements without prior written consent of Client.

12. INVENTIONS AND PATENTS.

12.1 Client shall become the exclusive owner of and BioReliance hereby assigns to Client all concepts, inventions, improvements, designs, programmes, formulas, know-how, methods, processes and writings, whether or not copyrightable or patentable, relating exclusively to the Test Article and discovered exclusively as a result of performing the Services (collectively, the "Inventions"). If requested by Client, BioReliance shall, at Client's expense, do all things reasonably necessary to assist Client to obtain patents or copyright on any Inventions to the extent the same may be patented or copyrighted.

12.2 Notwithstanding the foregoing, "Inventions" shall not include, and BioReliance is and shall continue to be the sole owner of, all concepts, inventions, improvements, designs, programmes, formulae, know-how, methods, processes, and writings utilized or developed in conducting the Services to the extent relating solely and generally to the business, processes, practices, or services performed by BioReliance for its Clients, including such as relate to the BioReliance Methodology.

12.3 The Client acknowledges that, if the Client makes a payment towards the cost of development, improvement, validation or qualification of an assay (whether full payment or a contribution) such payment is made to allow BioReliance to priortise such work in order that such assay may be available for use by BioReliance to test, on a non-exclusive basis, the Client's materials. The Client further acknowledges that the Client shall not have any ownership interest in, or right to use, the assay or any intellectual or industrial property rights related to such assay notwithstanding the Client's making of such payment.

13. CLIENT'S WARRANTY.

Client represents and warrants that it will comply with all applicable laws and regulations governing use of Test Article and any products related thereto, and agrees to use Test Article and any products related thereto solely for the purposes set forth in, and in accordance with, any approved uses therefor. Client represents and warrants that it owns or possesses, has access to, or is licensed under all patents, patent applications, inventions, improvements, trademarks, trade names, copyrights, licenses, information, proprietary rights, processes and know-how necessary to permit BioReliance's use of the Test Article and the Client Confidential Information in performance of the Services, and that the performance of the Services utilising the Test Article and Client Confidential Information will not result in any infringement, misappropriation or violation of any agreement, or conversion of or conflict with the rights of third parties. Client has not received, nor has Client any knowledge of, any conflict with the asserted rights of other individuals or entities with respect to any intellectual property rights used or to be used in connection with the Test Article and the Client Confidential Information. Client represents and warrants that it is sufficiently self-insured or possesses sufficient insurance coverage against any liability arising under the Contract.

14. LIMITED WARRANTY; REMEDY; DAMAGES.

14.1 The undertaking of BioReliance to perform the Services is a contract for services only. The sole warranty with respect to its services is that it will perform the Services with due care in accordance with the Documentation, generally prevailing industry standards, and the Regulations. Any claim by the Client for a breach of such warranty shall be made in writing to BioReliance on or before the first anniversary of the date that the relevant Certificate of Analysis or Final Report is delivered to the Client. The sole remedy of the Client for breach of such warranty shall be to require BioReliance to re-perform the Services (or such portions thereof as may reasonably be required to be re-performed), and, in such event BioReliance shall diligently pursue the re-performance of the Services or portions thereof until completion.

14.2 THE WARRANTY SET FORTH IN SECTION 14.1 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES TO BE PERFORMED, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR UNDER CONTRACT, DELICT, TORT OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL BIORELIANCE BE LIABLE TO THE CLIENT OR ANY THIRD PARTY CLAIMING BY OR THROUGH THE CLIENT FOR ANY LOST PROFITS OR REVENUE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY FINES, OR PENALTIES WHETHER IN CONTRACT, DELICT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF BIORELIANCE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. BIORELIANCE'S LIABILITY TO THE CLIENT FOR THE BREACH OF ANY TERMS AND CONDITIONS OF THE CONTRACT (OTHER THAN ANY BREACH OF THE WARRANTY IN SECTION 14.1, WHICH SHALL BE GOVERNED BY THE EXCLUSIVE REMEDY CONTAINED IN SECTION 14.1), SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE PAID OR TO BE PAID BY THE CLIENT TO BIORELIANCE IN CONNECTION WITH THE AFFECTED PART OF THE SERVICES.

14.3 Nothing in these Terms and Conditions shall be deemed to exclude or restrict (to the extent not permissible in law to so exclude or restrict) any liability in law which BioReliance may have for death or personal injury resulting directly from the negligence of BioReliance in performing the Services or for fraud.

15. INDEMNIFICATION.

Except where proximately caused by the reckless or willful misconduct of BioReliance, the Client shall indemnify, defend and hold harmless BioReliance, its parents, subsidiaries, and Affiliates and their respective officers, directors, employees, and agents from and against any and all expenses (including, but not limited to, reasonable attorney's fees), damages, judgments, and losses incurred or suffered by any such indemnified party as a result of or in connection with any claim, demand, or cause of action asserted or brought by a third party (including, but not limited to, officers, employees, and agents of the Client) for (i) physical injury to or death of persons or physical damage to property arising out of or based upon the manufacture, sale, or use of any quantity of the Test Article, or any derivative thereof or product related thereto, by or on behalf of the Client, whether such manufacture, sale, or use took place prior to conclusion of the Services or thereafter and whether or not such manufacture, sale, or use took place in reliance, in whole or in part, on the Services or any portion thereof, or (ii) physical injury to or death of persons or physical damage to property arising out of BioReliance's use of any quantity of the Test Article in accordance with the Documentation, Regulations, and/or other written or verbal instructions issued by Client; or (iii) infringement, unlawful disclosure or misappropriation of copyright, patent, trade secret or other intellectual property by reason of the performance of the Services on the Test Article. This provision shall survive the expiration or termination of the Contract for an indefinite period.

16. FORCE MAJEURE.

16.1 It is mutually understood and agreed that neither BioReliance nor the Client shall be responsible for failure or delay in performance of its obligations under or in connection with the Contract due to causes beyond its reasonable control, including but not limited to, acts of God, governmental actions, fire, labour difficulties, shortages, civil disturbances, transportation problems, interruptions of power or of communications, breakdown of machinery, failure of suppliers or subcontractors, or natural disasters. This Section 16.1 shall not apply to Client's obligation to make any payment to BioReliance. Provided always that the party seeking the benefit of this Section 16.1 shall promptly notify the other party thereof in writing and shall use reasonable endeavours to remedy, remove or mitigate the cause and effects of such an event.

16.2 If performance of the Services by BioReliance shall be delayed by any such circumstances or conditions of the type described in Section 16.1 hereof for a period of at least three months, then, at any time thereafter (provided that such delay is then still continuing by such circumstance or condition), either BioReliance or the Client shall have the right to terminate the Contract and, subject to Section 24 hereof, thereby be discharged from further performance of and liability under the Contract; provided that the Client shall pay BioReliance that proportion of the Price for the Services carried out by BioReliance to the date of termination.

17. TERMINATION.

17.1 In the event that it becomes apparent that BioReliance shall be unable to complete the Services as a result of a difficulty arising in connection with the Test Article or the Client Information or from some other technical or commercial difficulty outside the reasonable control of BioReliance, and should BioReliance and the Client be unable to resolve such difficulty following a period of consultation between the parties not exceeding 30 days, either BioReliance or the Client shall be entitled to terminate the Contract on providing written notice to the other of such decision to terminate subject always to the Client making payment to BioReliance of that proportion of the Price relating to that part of the Services carried out by BioReliance at the date of termination together with the reasonable costs incurred by BioReliance as a result of said termination including the loss of income from any unoccupied laboratory space, provided that BioReliance shall take such steps as are reasonable to minimise such losses.

17.2 Either party shall be entitled to terminate the Contract by written notice to the other party in the event that: -

17.2.1 the other party materially breaches any of the provisions of the Contract and such breach is not remedied within 30 days of a written notice being given by the non-defaulting party requiring any such breach to be remedied.

17.2.2 the other party ceases for any reason to carry on business or compounds with its creditors, or enters into liquidation (excepting always liquidation of a solvent company for organisational purposes), or has a receiver or manager appointed or is the subject of an application for an administration order.

17.3 Client shall be entitled to terminate any part of the Services in progress subject always to Client making payment of that part of the Price commensurate with the percentage of work completed at time of termination together with payment of actual non-cancellable costs incurred by BioReliance in performance of the Services prior to cancellation.

18. SUB-CONTRACTING.

With the exception of Affiliates, to whom BioReliance shall be entitled to sub-contract all or any part of the Services, BioReliance shall not sub-contract all or any part of the Services without the consent of the Client.

19. ASSIGNMENT.

Neither BioReliance nor the Client may assign its rights or delegate its responsibilities hereunder without the prior written consent of the other not to be unreasonably withheld, delayed or conditioned, except in the event of sub-contracting permitted pursuant to Section 18 or a merger or transfer of substantially all of the assets of the party wishing to make such assignment, or of the portion of that party's business conducting or utilizing the Services provided hereunder in which case such assignment may be made in full without such prior written consent of the other party.

20. INDEPENDENT PARTIES.

Nothing in this Agreement shall be construed as to create any relationship between BioReliance and Client other than that of independent contracting parties. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

21. WAIVER.

No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

22. SEVERABILITY.

If any part, term or provision of the Contract is determined to be invalid or unenforceable, the remainder of the Contract shall not be affected, and the Contract shall otherwise remain in full force and effect.

23. NOTICES.

Any notice to be given under, or in connection with the matters contemplated by, the Contract shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by facsimile or pre-paid overnight courier service or first-class mail to the registered office or principal place of business of the other party (marked for the attention of the 'Legal Dept'), (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;
(b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
(c) in the case of registered airmail, five days from the date of posting; and
(d) in the case of fax, at the time of transmission, subject to evidence of successful transmission.

24. CONTINUING OBLIGATIONS.

On the termination of the Contract for any reason the accrued rights, obligations and remedies of the parties under the Contract shall not be affected. Any provision of the Contract which is expressed or intended to have effect on, or to continue in force after, the termination of the Contract, including, without limitation, Sections 15 and 16 hereof, shall have such effect, or, as the case may be, continue in force, after such termination.

25. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract, and supercedes any conflicting terms that may be set forth on Client's purchase order, BioReliance's invoice, or any other documentation of either party, unless agreed to in writing by authorized representatives of both parties. The Contract is not intended to confer upon any person other than BioReliance and Client any rights or remedies hereunder. There are no representations, warranties, understandings or agreements relating to the Contract which are not fully expressed herein. No amendment, modification, waiver or discharge of any provision of the Contract will be valid unless in writing and signed by an authorized representative of the party against which such amendment, modification, waiver or discharge is sought to be enforced.

26. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the law of Scotland, without regard to any provisions relating to the conflict of jurisdictional legal requirements. Both parties submit to the exclusive jurisdiction of the Scottish courts as regards any claim, dispute or matter arising out of or relating to the Contract and its implementation or effect and expressly waive any objections or defenses based on lack of personal jurisdiction or venue.