

**STATEMENT OF TERMS AND CONDITIONS
TECHNICAL TRANSFER SERVICES**

Any order to conduct Technical Transfer 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);

“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”);

“Contract” means the formal agreement governing the provision of the Technical Transfer Services by BioReliance to the Client, which incorporates (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 Specifications;

“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 Material 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 Technical Transfer Services;

“Data Summary” means a document summarising the raw data generated in carrying out the Technical Transfer Services presented in the form of tables and graphs providing a short analysis of the Process, and outlining, if appropriate, the production schedule that has been developed.

“Facility” means the premises of BioReliance at which the Technical Transfer Services are undertaken and may incorporate more than one physical building;

“Material” means the material supplied by the Client and to be used by BioReliance in providing the Technical Transfer Services, more fully described in the Technical Transfer Specification;

“Price” means the price to be charged for the Technical Transfer Services, as detailed in the Quotation;

“Process” means the process as more particularly described in the Technical Transfer Specification;

“Product” means, if applicable, the product produced by BioReliance in providing the Technical Transfer Services;

“Technical Transfer Services” means the Technical Transfer Services more fully described in the Contract;

“Quotation” means the document describing the Technical Transfer Services generally and detailing the Price and the payment terms;

“Results” means all data and information generated as a result of, or otherwise arising out of, the provision by BioReliance of the Technical Transfer Services and which form the basis of the Data Summary;

“Specifications” means the SOPs and Technical Transfer Specification utilised in providing the Technical Transfer Services;

“Technical Transfer Specification” means the document which shall describe in detail the Technical Transfer Services, incorporating the detailed Technical Transfer Specifications of all steps to be taken in the provision of the Technical Transfer Services and providing a description of the respective responsibilities of BioReliance and Client, the terms of which shall require to be agreed by BioReliance and Client prior to commencement of the Technical Transfer Services;

“Terms and Conditions” means the terms and conditions contained in this document.

2. STANDARD OF PERFORMANCE.

- 2.1 BioReliance will perform the Technical Transfer Services using due care in accordance with (a) the Specifications, and (b) generally prevailing industry standards, but does not guarantee any particular outcome or results in the provision of the Technical Transfer Services.

- 2.2 BioReliance will make commercially reasonable efforts to start and complete the Technical Transfer 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 Technical Transfer Services. Where any time-scales have been provided by BioReliance for the completion of the Technical Transfer 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. FEES AND PAYMENT.

- 3.1 Client shall make payment to BioReliance of the Price in accordance with the Quotation issued to Client for the Technical Transfer 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.
- 3.2 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 Technical Transfer Services and/or withhold delivery of any Data Summary not yet delivered (in which case any estimated timescale for completion of the Technical Transfer Services shall be deemed to be extended by the period of suspension or withholding).
- 3.3 Any discounts for performance of Technical Transfer 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.

4. MATERIAL.

- 4.1 Client will provide BioReliance with sufficient amounts of the Material with which to perform the Technical Transfer 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 Material, 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 Technical Transfer Services or any retention of any samples of Material, it shall immediately notify BioReliance thereof. Upon completion of the Technical Transfer Services, any remaining Material will be destroyed by BioReliance within 4 months of issue of the Data Summary unless agreed otherwise with the Client.
- 4.2 Where regulatory approval is required for BioReliance to work with the Material, BioReliance's obligation to begin performance of the Technical Transfer 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 21.1 will apply.
- 4.3 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 Technical Transfer 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.
- 4.4 Risk of loss or damage to the Material shall remain with the Client. In the event of any loss of, or damage to, the Material required for the Technical Transfer Services, or if additional Material is required to enable BioReliance to repeat all or any part of the Technical Transfer Services, then BioReliance shall carry out the work necessary to perform the Technical Transfer Services or to repeat the Technical Transfer Services or the relevant part thereof if applicable as soon as reasonably practicable after receipt from the Client of sufficient quantities of the replacement or additional Material to enable BioReliance to do so (and that at BioReliance's sole cost where the 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 Material, or the need for additional Material to enable BioReliance to repeat all or any part of the Technical Transfer 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 Material to BioReliance but, for the avoidance of doubt, not the cost of producing any such replacement or additional Material.

5. RELEASE OF PRODUCT

- 5.1 In the event that it is agreed between the parties that BioReliance will release to the Client any Product then the following conditions shall apply:
- 5.1.1 The Product is not GMP compliant and it is an essential condition of release that neither the Client nor any third party shall use the Product for clinical trials or for any other use on humans.
- 5.1.2 The Client shall not use the Product in breach of any applicable rules or regulations and shall take all proper and reasonable precautions to protect the Product from any improper use.
- 5.1.3 The Client accepts all risks associated with the use of the Product and shall free and indemnify BioReliance against any claims by third parties resulting from Client's use of the Product.
- 5.1.4 The Product is experimental in nature and BioReliance provides no warranties relating to the description or quality of the Product or its fitness for a particular purpose or use under any conditions whether or not known to BioReliance except as may be specified in the Contract and/or Technical Transfer Specification, and the Client shall fully indemnify, and keep indemnified and hold harmless, BioReliance against any and all claims, actions, costs, expenses or other liabilities whatsoever in respect of:-
- 5.1.4.1 any liability under the Consumer Protection Act 1987, unless such liability is caused by the negligent act or omission of BioReliance;
- 5.1.4.2 any negligent or willful act or omission of the Client in relation to the use, processing, transport or storage of the Product.
- 5.1.5 The Client acknowledges that the Product may have characteristics which are unknown or difficult to determine and which may prove potential hazards and risks either in their transport, handling, delivery, use, disposal and overall treatment and possession.

5.1.6 The Client shall not pass the Product to any third party without BioReliance's prior written consent which consent shall not be unreasonably withheld.

6. DELIVERY OF MATERIAL AND PRODUCT

6.1 The Client shall make delivery of Material to the Facility and shall be entirely responsible for any and all costs associated with such delivery.

6.2 In the event the Client requests return of any remaining Material or, if applicable, the Product, BioReliance shall make delivery of the Material or the Product to the Client ex-works at the Facility (Incoterms 2000) at which time all right and title in the Material or the Product shall pass to the Client and the Client shall at that time be responsible for the whole risk of loss or damage to the Material or the Product from the point of delivery.

6.3 BioReliance shall have no responsibility for the packaging of the Material or the Product unless agreed otherwise in writing by BioReliance and the Client, and if such a responsibility exists, it shall be subject always to the terms of Section 6.2.

6.4 The Client shall be responsible for all charges associated with the packaging and carriage of the Material and/or Product.

7. CHANGES.

7.1 Client shall have the right to request reasonable changes in or modifications ("Changes") to the Specifications for Technical Transfer 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 Technical Transfer Services, the Price shall be adjusted commensurate with such increase. If such Changes affect the projected completion date of the Technical Transfer Services, the completion and report due dates shall be adjusted commensurate with such affect.

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

8. 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 Technical Transfer Services, BioReliance shall store and maintain all Data. After three (3) years 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).

9. CONFIDENTIALITY.

9.1 During performance of the Technical Transfer 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.

9.2 The foregoing provisions of Section 9.1 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.

9.3 During performance of the Technical Transfer Services and for ten (10) years thereafter and subject to the provisions of Section 9.2, 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.

9.4 Notwithstanding the provisions of Sections 9.1 and 9.3, 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 co-operates 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.

10. REPORTS.

BioReliance shall deliver a Data Summary on completion of the Technical Transfer Services unless the Client requests otherwise. Additional copies of the Data Summary may be provided to Client upon request and at the Client's expense.

11. FACILITY VISITS AND CLIENT AUDITS.

Upon reasonable advance notice, BioReliance will permit Client representatives to visit BioReliance's Facility during normal working hours and with reasonable frequency, to observe progress of the Technical Transfer Services, discuss the Technical Transfer Services with appropriate officials of BioReliance, and inspect and copy Data relevant to the Technical Transfer Services. The cost of one day's audit is included in the Price for each Contract. BioReliance reserves the right to make a reasonable charge for auditing time over and above said one day and for the provision of copies of the Data. Facility visits shall also be permitted during the Data retention period described in Section 8 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.

12. 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 Technical Transfer 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.

13. INVENTIONS AND PATENTS.

- 13.1 Client shall become the exclusive owner of and BioReliance hereby assigns to Client all concepts, inventions, improvements, designs, programmes, formulae, know-how, methods, processes and writings, whether or not copyrightable or patentable, relating exclusively to the Material or Product and discovered exclusively as a result of performing the Technical Transfer 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.
- 13.2 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 Technical Transfer 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.

14. CLIENT'S WARRANTY.

Client represents and warrants that it will comply with all applicable laws and regulations governing use of Product, and agrees to use Product 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 Material and the Client Confidential Information in performance of the Technical Transfer Services, and that the performance of the Technical Transfer Services utilising the Material 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 Material 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.

15. LIMITED WARRANTY; REMEDY; DAMAGES.

- 15.1 The undertaking of BioReliance to perform the Technical Transfer Services is a contract for services only. The sole warranty with respect to its services is that it will perform the Technical Transfer Services with due care in accordance with the Specifications, and generally prevailing industry standards. 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 Data Summary 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 Technical Transfer 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 Technical Transfer Services or portions thereof until completion.
- 15.2 THE WARRANTY SET FORTH IN SECTION 15.1 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE TECHNICAL TRANSFER 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, PENALTIES, LOSSES OR OTHER DAMAGES 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 15.1, WHICH SHALL BE GOVERNED BY THE EXCLUSIVE REMEDY CONTAINED IN SECTION 15.1), 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 TECHNICAL TRANSFER SERVICES.
- 15.3 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 Technical Transfer Services.

16. INDEMNIFICATION.

- 16.1 Except where 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 lawyer'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 Material or Product, 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 Technical Transfer Services or thereafter and whether or not such manufacture, sale, or use took place in reliance, in whole or in part, on the Technical Transfer 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 Materials or Product in accordance with the Specifications, 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 Technical Transfer Services on the Materials.
- 16.2 The Client shall be responsible for arranging and maintaining in force appropriate insurance cover at its cost against any loss of or damage to the Material whilst the Material is in BioReliance's possession for the purposes of enabling BioReliance to perform the Technical Transfer Services. At the request of BioReliance the Client shall exhibit to BioReliance evidence of such insurance cover.

17. FORCE MAJEURE.

- 17.1 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 20.1 shall not apply to Client's obligation to make any payment to BioReliance. Provided always that the party seeking the benefit of this Section 17.1 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.
- 17.2 If performance of the Technical Transfer Services by BioReliance shall be delayed by any such circumstances or conditions of the type described in Section 17.1 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 28 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 Technical Transfer Services carried out by BioReliance to the date of termination.

18. TERMINATION.

- 18.1 In the event that it becomes apparent that BioReliance shall be unable to complete the Technical Transfer Services as a result of a difficulty arising in connection with the Material or the Client Information or from some other technical or commercial difficulty outwith 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 Technical Transfer 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.
- 18.2 Either party shall be entitled to terminate the Contract by written notice to the other party in the event that: -
- 18.2.1 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.
- 18.2.2 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.
- 18.3 Client shall be entitled to terminate any part of the Technical Transfer Services in progress which shall include the period of preparation of the necessary paperwork prior to commencement of practical work, 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 Technical Transfer Services prior to cancellation and the loss of income from any unoccupied laboratory space, provided that BioReliance shall take such steps as are reasonable to minimise such losses

19. SUB-CONTRACTING.

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

20. 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.

21. INDEPENDENT PARTIES.

Nothing in these Terms and Conditions 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.

22. 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.

23. 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.

24. 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.

For the purpose of this Section 24 "business day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

25. 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 shall have such effect, or, as the case may be, continue in force, after such termination.

26. 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.

27. GOVERNING LAW.

The Contract 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 unless provided for otherwise in the Contract and expressly waive any objections or defenses based on lack of personal jurisdiction or venue.

14th February 2005