

# ELEMENT MATERIALS TECHNOLOGY LIFE SCIENCES

## TERMS AND CONDITIONS (US)

### 1. Formation of Contract

- 1.1 These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate, or fee quote ("**Quotation**") provided by or on behalf of Element Materials Technology Santa Clara Inc. ("**Company**") shall apply to all contracts for the supply of **Services** (as defined below) to the client identified in the Quotation ("**Client**").
- 1.2 These Terms and Conditions shall apply to all contracts for the supply of **Services** (as defined below) to the client identified in the Quotation ("**Client**").
- 1.3 Written and oral Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with Section 1.4.
- 1.4 The Client's purchase order or the Client's acceptance of a Quotation constitutes an offer by the Client to purchase the **Services** specified in the Quotation upon these Terms and Conditions. No offer placed by the Client shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the **Services**, when a contract for the supply and purchase of those **Services** on these Terms and Conditions will be established (such contract, together with these Terms and Conditions, the "**Contract**").
- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Client's purchase order or any other document pertaining to the **Services** shall constitute acceptance of any provision of the Client's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with Section 3.1.
- 1.6 The delivery to the Company by the Client of any item for testing or calibration by the Company (a "**Sample**") or the delivery of any request by the Client to the Company for the provision of **Services** shall constitute an offer by the Client to purchase the **Services** specified in the Quotation upon these Terms and Conditions. No offer placed by the Client shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the **Services**, when a contract for the supply and purchase of those **Services** on these Terms and Conditions will be established (such contract, together with these Terms and Conditions, the "**Contract**").

### 2. Definitions and Interpretation

- 2.1 In these Terms and Conditions the following terms have the following meanings:

"**Clinical Trial**" means a clinical trial, proof of concept, or similar study being conducted by or on behalf of Client;

"**Clinical Trial Materials**" means any materials Manufactured by the Company for a Clinical Trial or in connection with a proof of concept or similar study;

"**Company Property**





limitation any warranties of merchantability or fitness for a particular purpose, quality, safety, non-toxicity, efficacy, absence of errors, 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.



- 14.2.2 if the Client fails to make payment of the Consideration within the specified time;
- 14.2.3 the Client (a) makes any voluntary arrangement with a general assignment for the benefit of its creditors; (b) becomes insolvent, ceases or suspends payment of any of its debts, or becomes unable to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or (d) is dissolved or liquidated or takes any corporate action for such purpose;
- 14.2.4 an encumbrancer takes possession, or a receiver, trustee, or administrator or similar agent is appointed, over any of the property or assets of the Client;
- 14.2.5 the Client ceases, or threatens to cease, to carry on business;
- 14.2.6 the Company reasonably believes that any of the events mentioned at sub-conditions 14.2.1 to 14.2.5 above is about to occur in relation to the Client and notifies the Client accordingly; and
- 14.2.7 if the Company reasonably believes that providing the Services or dealing with the Client would be in breach of Sanctions Rules, the Client fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Client does anything 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 with applicable interest.
- 14.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 14.5 Sections and sub-conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 15. Force Majeure

The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic

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