HORIZON DISCOVERY AND DHARMACON - STANDARD TERMS AND CONDITIONS OF SALE APPLICABLE TO WEBSITE PRODUCT AND SERVICES SALE

For use in the Japanese territory only

(訳注:日本語化により Capital 強調が表せない箇所は、下線としています。)

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の最新版に従って解釈されます。 implied by trade, custom, practice or course of dealing. These Terms also supersede any previous terms and conditions of sale. Except as otherwise provided in these Terms, trade terms will be interpreted in accordance with Incoterms latest edition. 2.3. Language. The official text of this document is in 2.3. 言語 本文書の正文は、英文であり、本文書は英 文の理解を助けるための翻訳文です。本文書と英 the English language, and any translations are intended to assist the understanding of the official 文で意味が異なる場合には、常に英文が優先し、 text. If there are any differences between the 当社は、本文書と英文の相違等について一切責任 を負いませんのでご了承ください。 English text and the translation, the English text shall prevail. We shall not be liable for any damages arising from differences between the official text and the translation. 2.4. Your copy. You should print a copy of these Terms 2.4. **複写**本規約のコピーを印刷するか、後で参照で or save them to your computer for future きるようにコンピュータに保存してください。 reference. 3. 発注と受注 3. Placing an order and its acceptance 3.1. **Obtaining a quote.** Please follow the onscreen 3.1. **見積書の取得** 画面に表示される指示に従って、 見積りを受け取ってください(見積書)。また prompts to receive a quote (Quote). Alternatively, は、ホライゾン・ディスカバリー株式会社 contact Horizon Discovery KK (HDKK) to request a (HDKK) に連絡して見積書を依頼してください。 Quote. If you are not a Dealer in Japan, please あなたが日本国内代理店でない場合は、見積書を request a Quote from your Dealer in Japan. 3.2. Placing your order. Please follow the onscreen 日本国内代理店に依頼してください。 3.2. **発注** 画面の指示に従って注文してください。ま prompts to place an order. Alternatively, place your order by using HDKK specified Dealer たは、HDKK 指定の「代理店用製品購入注文フォー Products Purchase Order form. Each order is an ム」を使用して注文してください。各注文は、本 規約の規程の適用対象となる注文で明示された本 offer by Buyer to buy the Products specified in the order subject to these Terms. If you are not a 製品を購入者が購入するための申込みとなりま す。あなたが日本国内代理店でない場合は、日本 Dealer in Japan, please follow the instructions of 国内代理店の指示にしたがってください。 your Dealer in Japan. **入力エラーの修正** サプライヤーの注文プロセス 3.3. 3.3. Correcting input errors. Supplier's order process において、購入者は、注文を当社に提出する前に allows Buyer to check and amend any errors before submitting your order to us. Please check エラーをチェックし修正することができます。こ 注文内容をよくご確認の上、ご確認ください。購 the order carefully before confirming it. Buyer is 入者は、購入者のご注文が完全かつ正確であるこ responsible for ensuring that Buyer's order is complete and accurate. とを保証する責任を負います。 **注文の受領確認**ご注文後、ホライゾングループ 3.4. Acknowledging receipt of your order. After you 3.4. 会社より、受領確認の電子メールが届きますが、 place an order, you will receive an email from a これはご注文が承諾されたことを意味するもので Horizon Group Company acknowledging that we はありませんのでご注意ください。購入者のご注 have received it, but please note that this does not 文は、3.5項の記載に従って承諾されます。 mean that your order has been accepted. Our acceptance of Buyer's order will take place as described in clause 3.5. 3.5. ご注文の承諾 購入者のご注文は、ホライゾング Accepting your order. Acceptance of Buyer's 3.5. ループ会社から購入者に承諾する旨の電子メール order takes place when a Horizon Group Company が送信された時点で承諾され、購入者と電子メー sends the email to Buyer to accept it, at which point the Contract will come into existence ル(受注承諾書)を送信したホライゾングループ between Buyer and the Horizon Group Company 会社の間で契約が成立します。 which sent you the email (Order Acceptance). 3.6. ご注文をお受けできない場合 何らかの理由で商 If we cannot accept your order. If we are unable to 3.6. 品をご提供できない場合は、電子メールにてご連 supply you with the Products for any reason, we 絡させていただき、ご注文の処理はいたしませ will inform you of this by email and we will not process your order. If you have already paid for ん。既に商品代金をお支払いいただいている場合 the Products, we will refund you the full amount は、送料を含めた全額を早急に返金いたします。 including any delivery costs charged as soon as possible. 4. OUR PRODUCTS 4. 商品

4.1. Buyer's Permitted Uses and Restrictions on Such Use. ALL PRODUCTS DELIVERED UNDER THE AGREEMENT ARE PROVIDED SOLELY FOR BUYER'S INTERNAL RESEARCH AND DEVELOPMENT USE.

4.1. 購入者に認められた使用及び使用の制限 本契約 に基づいて提供されるすべての製品は、購入者の 内部研究及び開発用途目的のみに提供されます。 本製品は試験されておらず、IND を可能にする毒性

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Products are not tested and may not be used for IND-enabling toxicology studies, diagnostic, therapeutic or other commercial purposes and may not be administered to humans for any purpose, or to animals for diagnostic or therapeutic purposes. It is solely Buyer's responsibility to make sure Products are suitable for Buyer's particular use and no claim is made for suitability of use in applications regulated by any competent authority in any country or region regulating medicines and healthcare and life sciences products (Regulatory Authority). Buyer represents and warrants that it will comply with all biosafety containment guidelines, requirements, and procedures applicable to Products in Buyer's facility and jurisdiction. Additionally, Buyer is solely responsible for making sure its use of Products complies with applicable laws, regulations and governmental policies. Buyer must obtain all necessary approvals, intellectual property rights, licences and permissions Buyer may need for its use. The right to use Product does not, in and of itself, include or carry any right of Buyer to any technology or intellectual property of Horizon Group Companies other than that expressly provided in these Terms or Additional Terms (if any). Buyer may not reverse engineer Products using sequencing or otherwise. Buyer will not modify, change, remove, cover or otherwise obscure any Horizon Group Company brands, trade or service marks on Products. With respect to research use, Buyer may, with the prior written consent of the Supplier, transfer Product to a bona-fide third party with whom Buyer has entered a written collaboration agreement for use of Product in a collaborative research project, provided that: (i) such collaborator agrees to be bound by the restrictions contained in these Terms regarding use, intellectual property rights and confidentiality; (ii) any performance guarantee given by Supplier will not apply to any transferred Product; and (iii) Supplier may, at its sole discretion, decline to provide technical support for any transferred Product(s). Buyer will not resell, transfer or distribute any Product either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between Supplier and Buyer. Buyer will ensure that markings and instructions required under all applicable law and regulations or otherwise by Supplier are maintained on Product and packages, and are followed and transferred in the event that Buyer re-packs Product for onward sale, distribution or otherwise. Any permitted onward shipment, or return, of Products will only be conducted by Buyer in accordance with these Terms and accepted industry practice.

4.2. Limited Use Licences. Many Products, their use and applications, are covered by pending and issued patents. Certain label licences govern the use of Products (Label Licences), these can be found at Horizon and Dharmacon Licensing Statements and Limited Use Label Licences. For Base Editing 試験、診断、治療又はその他の商業目的に使用さ れてはならず、また、いかなる目的でもヒトに投 与されてはならず、また、診断又は治療目的で動 物に投与されてはなりません。製品が購入者の特 定の使用目的に適していることを確認するのは購 入者の責任であり、医薬品、ヘルスケアおよびラ イフサイエンス製品を規制する国または地域の権 限のある機関によって規制されている申請(規制 **当局**)における使用の適合性については、いかな る請求も認められません。購入者は、購入者の施 設及び管轄区域の製品に適用される全てのバイオ セーフティ封じ込めガイドライン、要求事項及び 手順に従うことを表明し保証します。さらに、購 入者は、本製品の使用が適用される法律、規制、 および政府の方針に準拠していることを確認する 責任を単独で負うものとします。購入者は、必要 なすべての承認、知的財産権、ライセンスおよび 許可を取得する必要があります。本製品を使用す る権利は、本規約または追加規約(存在する場 合)に明示的に規定されているもの以外には、ホ ライゾングループ会社の技術または知的財産に対 する購入者のいかなる権利も、含まず、保持しま せん。購入者は、シークエンシングその他を使用 して製品のリバースエンジニアリングを行うこと はできません。購入者は、ホライゾングループ会 社のブランドロゴ、商標、サービスマーク等を修 正し、変更し、除去し、覆い隠しその他不明瞭な 形にしてはなりません。研究利用に関して、購入 者は、サプライヤーの事前の書面による同意を得 た上で、共同研究プロジェクトにおける本製品の 利用に関する共同研究契約書に署名した善意の第 三者に、本製品を譲渡することができます。ただ し、(i)かかる共同研究者は、使用、知的所有権 および機密性に関する本規約に含まれる制限に拘 束されることに同意するものとします。(ii)サプ ライヤーのいかなる履行保証も、譲渡された製品 には適用されません。また、(iii)サプライヤー は、自己の裁量により、譲渡された製品に対する 技術サポートの提供を拒否することができます。 購入者は、サプライヤーと購入者との間の有効な 書面による販売契約がない限り、単独の製品とし ても、他の製品の構成要素としても、いかなる製 品も再販売、譲渡又は販売してはいけません。購 入者は、適用されるすべての法律および規制の下 で、またはサプライヤーが必要とするマーキング および指示が、製品およびパッケージ上で維持さ れる状態を保持し、購入者が、製品を販売、配布 またはその他の目的で再包装をする場合には、そ れらが維持されたままで譲渡されることを保証し ます。本製品の出荷または返品が許可された場 合、購入者は本規約および商業慣行に従ってのみ 行われるものとします。

4.2. 限定使用ライセンス多くの本製品、その使用および用途は、出願中および発行済みの特許の対象とされています。一定の範囲のラベルライセンスは、製品の使用方法を規定(Label Licences)しており、これらは Horizon および Dharmacon の Licensing Statement(ライセンスステートメント)

Research Reagents Products the specific Label License shall apply: Base Editing Research Reagents LULL.

- 4.3. It is Buyer's responsibility to determine which intellectual property rights held by third parties may restrict the use of Products for a particular application and Supplier accepts no liability whatsoever for Buyer's failure to do so. Please review the Label Licences governing the use of Products. Buyer will comply with the terms of such Label Licences with respect to its use of Products and Products are supplied subject to any applicable terms of such Label Licences.
- 4.4. We reserve the right at any time without notice to change the specifications and/or pricing of Products, or to discontinue any Products.
- 4.5. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. The colour of your Products may vary slightly from those images. The packaging of your Products may vary from that shown on images on our site.
- 5. Prices and Taxes. All quoted prices are valid for the period stated in the Quote. All other prices are as set forth on the relevant Horizon Group Company website and are subject to change with or without notice. Prices are exclusive of: i) any duties, levies, or other governmental fees which may apply; and ii) value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax or duty payable in relation to Products will be added to Supplier's invoice and paid by Buyer. If Buyer is required under applicable law to withhold or deduct any amount from payments due to Supplier, Buyer will increase the sum it pays to Supplier by the amount necessary to leave Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made. Buyer is also responsible for standard delivery and handling charges which will be added to Buyer's invoice by Supplier.
- 6. Payment. Payment will be made by electronic transfer. If Buyer fails to pay by the due date any sum due to Supplier, Supplier will be entitled to: (i) cancel or suspend its performance of the Contract or any other agreement with Buyer; (ii) reduce or cancel any discount applied and/or available in the future; (iii) require suitable security for any and/or all future deliveries; and/or (iv) charge Buyer: (a) all Supplier's costs and expenses including legal fees and currency exchange losses in the collection of overdue sums; and (b) interest to Supplier at 4% above the base lending rate of Barclays Bank plc on a day to day basis on all overdue sums in respect of the period from the date when payment is due to the date when Supplier receives payment.
- 7. **Delivery and Shipment.** Once Supplier submits its Order Acceptance to Buyer, Buyer cannot cancel its

および <u>Limited Use Label Licences</u>(限定使用ラベ ルライセンス契約書)で確認することができま す。塩基編集研究用試薬製品については、特定の ラベルライセンス: <u>Base Editing Research Reagents</u> LULL が適用されるものとします。

- 4.3. 第三者が保有しているどの知的財産権がどの製品の使用を制限しているかを判断するのは購入者の責任であり、サプライヤーは購入者の判断について一切の責任を負いません。本製品の使用に関するラベルライセンスを確認してください。購入者は、製品の使用に関して当該ラベルライセンスの適用条件に従って製品が供給されるものです。
- 4.4. 当社は、予告なしに、いつでも本製品の仕様および/または価格を変更する権利、または本製品の 供給を中止する権利を留保します。
- 4.5. 本サイトに掲載されている本製品の画像は、説明のみを目的としています。当社は色を正確に表示するためにあらゆる努力をしましたが、お客様のコンピュータの色の表示が製品の色を正確に反映しているとは保証できません。お客様の製品ののしているとは保証できません。お客様の製品ののパッケージは、当社サイトの画像に表示されているものとは異なる場合があります。
- 5. 価格と税金 見積価格は、見積書に記載されている 期間に限り有効です。その他の価格については、当 社ホームページに記載されており、予告なく変更さ れることがあります。価格は、次のものを除きま す。(i)適用される関税、課徴金その他の政府の手 数料、および(ii)付加価値税、類似の売上税又はこ れらに代わる税。本製品に関連して支払われるかか る税金または関税は、サプライヤーの請求書に追加 され、購入者が支払います。購入者が適用される法 によって、サプライヤーへの支払を留保または控除 するよう要求されている場合、購入者はサプライヤ ーに支払う金額を、そのような留保または控除が行 われなかった場合に受け取る金額と等しい金額をサ プライヤーに残すために必要な金額だけ増額しま す。また、購入者はサプライヤーによって購入者の 請求書に追加される標準的な配送料と手数料も負担 します。
- 支払い 支払いは、電子送金で行われます。購入者 6. がサプライヤーに支払うべき金額を期日までに支払 わなかった場合、サプライヤーは以下の権利を有す るものとします。(i)契約または購入者とのその他 の契約の履行をキャンセルまたは一時停止する、 (ii) 適用された割引や将来利用可能な割引を減ら す、または取り消す、(iii)いくつかおよび/または すべての将来の配送について適切な保証を要求す る、および/または(iv)購入者への請求: (a) 支 払遅延金額の回収における弁護士費用および為替差 損を含む、すべてのサプライヤーの費用および経費 および(b)サプライヤーが支払いを受領する日まで の支払い期日からの期間について、バークレイズ銀 行p | c の基準貸出金利を4%上回る利子を日割り でサプライヤーに支払うこと。
- 7. 出荷と輸送 サプライヤーが受注承諾書を購入者に 発行した場合、購入者は、サプライヤーの書面によ



Order without the written approval of Supplier. For any permitted cancellation, a cancellation charge of 50% of the price shown on the relevant Order Acceptance will apply (unless the Order is for Services in which case clause 26 shall apply). Delivery terms will be FCA Incoterm 2010, unless otherwise stated in the relevant Order Acceptance. Products will be shipped via carrier selected by Supplier. In Japan, risk in Products will pass to Buyer/End User upon delivery of the products to Buyer and Buyer/End User will arrange its own insurance from delivery. Delivery dates are approximate only and time shall not be of the essence in relation to delivery. Failure to deliver by any specified date will not give rise to any right for Buyer to cancel its Order, nor will Supplier be liable for any damages or losses arising out of delays in delivery. Supplier may deliver Products in instalments and invoice separately for each delivery. Failed deliveries resulting from incorrect information supplied by Buyer will attract an administration fee as well as freight charges for outward shipment and return. If a shipment is delayed at Buyer's request, Buyer will reimburse Supplier for all costs associated with such delay. Special packaging requirements, if agreed to in writing by Supplier, will be at Buyer's expense. Products are shipped Monday through to Friday via carrier at Supplier's sole discretion.

- 8. **Delegation by Supplier.** Supplier may, without the Buyer's consent, at any time delegate the performance of any of its obligations under an Order to another Horizon Group Company or a duly appointed distributor.
- 9. **Title.** Notwithstanding risk in Products passing according to clause 7, in Japan, title to Products will not pass to Buyer until delivery of the products to Buyer.
- 10. **Inspection and Returns.** Buyer will be responsible for inspecting all Products shipped under the Contract, and Buyer will give Supplier written notice of non-conforming or damaged Products upon receipt. If Buyer fails to notify Supplier of nonconformance within 10 working days of the date of delivery of the products to Buyer, Products will be deemed by Supplier to be accepted by the Buyer. However, such acceptance will not be considered a waiver under the Warranty (defined below). Products may not be returned except in the case of: i) defective Products covered under the Warranty; ii) Supplier shipment errors; or iii) in accordance with clause 11 below.
- 11. Recall of Products. If, for any reason, Supplier deems that a recall of Products is appropriate, Buyer will, upon notification from Supplier (which may be made verbally and subsequently confirmed in writing), follow all reasonable instructions of Supplier and render all reasonable assistance as may be requested by Supplier and, in particular will: (i) make available for collection by Supplier or its

る承認がないかぎり、その受注を取り消すことはで きません。キャンセルが認められた場合は、当該受 注承諾書に記載された価格の 50%がキャンセル料と して適用されます(ただし、注文がサービスに関する ものである場合は、第26条が適用されるものとす る。)。納品条件は、当該受注承諾書に別段の記載 がない限り、FCA インコターム 2010 によります。 商品はサプライヤーが選択した運送業者を経由して 発送されます。日本国内においては、商品の危険負 担は、商品が購入者/エンドユーザーに到着した時点 をもって購入者へ移転し、購入者/エンドユーザーは 配送された後は独自の保険を手配します。納期はお およその見込みであり、納期は重要事項ではありま せん。指定された期日までに納品されなかった場 合、購入者には注文をキャンセルする権利は発生せ ず、サプライヤーは納品の遅延によって生じた損害 や損失に対して責任を負いません。サプライヤー は、製品を分割して搬送し、搬送ごとに個別に請求 できます。購入者が誤った情報を提供したために配 送ができなかった場合は、管理手数料の他に、発送 および返品のための運送費が生じます。購入者の希 望により出荷が遅延した場合、購入者はサプライヤ ーにその遅延に関連するすべての費用を払います。 特別な包装は、サプライヤーが書面で同意した場合 にのみ認められ、費用は購入者の負担となります。 製品は、サプライヤーのみの判断により、月曜日か ら金曜日までの間に運送業者を通じて発送されま す。

- 8. サプライヤーによる委託 サプライヤーは、購入者 の同意なしに、いつでも、注文に基づく義務の履行 を他のホライゾングループ会社または適切に指名さ れた販売業者に委任することができる。
- 9. 所有権 本製品についての第7項に規定された危険 負担の移転にかかわらず、日本国内においては、本 製品の所有権は、商品が購入者に到着した時点をも って購入者へ移転します。
- 10. 検収および返品 購入者は、契約に基づいて出荷されたすべての製品を検収する責任を負い、購入者は、サプライヤーに対し、製品の不適合または破損していることを書面により通知します。購入者が購入者への本製品の納品日から10営業日以内にサプライヤーに不適合を通知しなかった場合、サプライヤーは本製品を購入者が受け入れたものとみなします。ただし、そのような承諾は、本保証(後に定義)に基づく権利放棄とはみなされません。次の場合を除き、製品を返品することはできません。i)保証の対象となる製品の欠陥がある場合、ii)サプライヤーの出荷の誤り、又はiii)第11条の規定による場合。
- 11. 本製品のリコール サプライヤーが、何らかの理由により、製品の回収が適切であると判断した場合、購入者は、サプライヤーからの通知(口頭で行い、その後書面で確認することができる)に基づき、サプライヤーのすべての合理的な指示に従い、サプライヤーによって要求されるすべての合理的な支援を提供します。特に、購入者は、(i)サプライヤーま

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authorised representative all Products which are the subject of the recall (Affected Products); and (ii) provide such assistance and/or information as Supplier may reasonably require. Supplier will be responsible for the cost of collection of Affected Products from Buyer and will make the necessary arrangements for such collection. Affected Products made available for collection by Buyer will be credited by Supplier at amount paid by the Buyer or replaced by Supplier with replacement products. Supplier reserves the right to destroy all Affected Products in the interests of safety and accepts no liability to keep, return or otherwise deal with such Affected Products.

12. Limited Warranty. Supplier warrants solely to Buyer that from the delivery date until the earlier of: 1) Product's expiry or "use by" date; or 2) 12 months from the delivery date that Products will conform in all material to Supplier's published specifications for such Products at the time of Order Acceptance (Warranty). HORIZON GROUP COMPANIES AND THEIR DISTRIBUTORS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER STATUTORY OR OTHERWISE), AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY, NON-INFRINGEMENT, CONDITION OR DESCRIPTION. THE LIMITED WARRANTY PROVIDED DOES NOT APPLY TO ANY DEFECT CAUSED BY FAILURE TO PROVIDE A SUITABLE STORAGE, USE OR OPERATING ENVIRONMENT; USE OF NON-RECOMMENDED REAGENTS OR BIOCHEMICALS; THE USE OF ANY PRODUCT FOR A PURPOSE OR IN A MANNER OTHER THAN THAT FOR WHICH THEY WERE DESIGNED; MODIFICATIONS DONE BY BUYER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND AUTHORISED REPRESENTATIVES; OR ANY OTHER ABUSE, MISUSE OR NEGLECT OF THE PRODUCTS BY BUYER. Any model or sample furnished to Buyer is merely illustrative of the general type and quality of goods and does not represent that any Product will conform to such model or sample. The Warranty is valid only when the Product is used by properly trained individuals. All technical advice, documentation and information provided by Supplier, whether by phone, e-mail, website or any other channel is provided "AS IS" and without any warranty of any kind. It is the responsibility of Buyer to determine if Product is suitable for a specific purpose and to apply the necessary safety precautions. Buyer's exclusive and sole remedy under the Warranty is: (i) repair or replacement of Product that failed to conform to the Warranty; or (ii) at Supplier's option or, where applicable, at Supplier's distributor's option, a credit for that portion of Product which is not conforming.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF HORIZON GROUP COMPANIES たはその権限を与えられた代理人が回収できるよう に、回収の対象となるすべての製品(該当製品)を 提供し、(ii)サプライヤーが合理的に必要とする支 援及び/又は情報を提供します。サプライヤーは、 購入者からの該当製品の回収費用を負担し、必要な 手配を行います。購入者が回収可能とした該当製品 は、購入者が支払った金額をサプライヤーが入金す るか、サプライヤーが代替製品と交換します。サプ ライヤーは、安全のためにすべての該当製品を廃棄 する権利を保有し、そのような該当製品の保管、返 品、その他の取扱いに関する責任を負いません。

12. 限定保証 サプライヤーは、1)製品の有効期限ま たは「使用」期限か、2)納品日から12ヶ月が経 過した日のいずれか早い方の日まで、購入者に対し てのみ、製品はすべての材料において、受注時にサ プライヤーが公開した仕様に準拠することを保証し ます(**保証**)。ホライゾングループ会社とその販売 代理店は、明示的または黙示的を問わず、商品性お よび特定の目的への適合性の黙示的な保証(法規に よるものであるか否かを問わない)、その他一切の 保証を行わないものとします(保証しない対象には 品質の満足、非侵害、条件及び説明が含まれます これらに限定されるものではありません。) 限定保証は、以下のものには適用されません:適切 な保管、使用もしくは運用環境を備えないことに起 因する欠陥;推奨されない試薬や生物化学薬品の使 用;意図された以外の目的もしくは方法での製品の 使用;購入者、その従業者、代理人、下請業者及び 公認代理人によって行われる修正;またはその他の 購入者による本製品の乱用、誤用、または怠り。購 商品の一般的な分類および品質を示すものであり、 本製品がそのモデルまたはサンプルに適合すること を示すものではありません。保証は、適切なトレー ニングを受けた担当者が製品を使用する場合にのみ 有効です。電話、電子メール、Webサイト、また はその他のチャネルのいずれであっても、サプライ ヤーが提供するすべての技術アドバイス、ドキュメ ント、および情報は、「現状のまま」提供され、い かなる種類の保証もありません。本製品が特定の目 的に適しているかどうかを判断し、必要な安全対策 を講じるのは、購入者の責任です。保証に基づく購 入者の排他的かつ唯一の救済は、以下のとおりで す。(i)保証に適合しない製品の修理または交換、 または(ii)サプライヤーの選択により、または該当 する場合にはサプライヤーの代理店の選択により、 適合しない製品の部分についての返金。

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HORIZON DISCOVERY GROUP – STANDARD TERMS AND CONDITIONS OF SALE APPLICABLE TO WEBSITE PRODUCT SALE

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- 15. **Technical Advice.** At Buyer's request, Supplier may furnish technical assistance, advice and information with respect to Products at Buyer's risk. It is expressly agreed that Supplier is under no obligation to provide such assistance or information and that any assistance or information that is provided will be subject to the warranty disclaimers set forth above. Supplier will not be liable to Buyer for any technical assistance or information related to Products given by Supplier or any suggestions by Supplier regarding the use, selection, application or suitability of Products.
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- 14. 知的財産権、限定ライセンス 購入者は、本製品及 びカスタム製品(購入者がサプライヤーに許可して いない範囲)における、そして製造に使用され、ま たは本製品の製造または使用に有益な、ホライゾン グループ会社の技術、知的財産およびノウハウにお けるすべての知的財産権がホライゾングループ会社 およびそのライセンサーに常に帰属していることを 認め、これに同意するものとします。本規約のいか なる条項も、本製品、マーキングおよび表示につい て、製造、ライセンスまたは変更する権利を購入者 に与えるものとは解釈されません。ホライゾングル ープ会社は、ライセンスや特許権を付与しておりま せん。
- 15. 技術的なアドバイス サプライヤーは、購入者の要請に基づき、購入者の責任において、本製品に関する技術支援、助言及び情報を提供することができます。サプライヤーはこのような支援または情報は、上記の保証の免責事項に従うことが明示的に合意されます。サプライヤーは、サプライヤーによって提供された製品に関するいかなる技術的支援または情報、あるいはサプライヤーによる製品の使用、選択、適用または適合性に関するいかなる提案についても、購入者に対して責任を負わないものとします。
- 16. 秘密性 購入者は、サプライヤーが購入者に提供す る価格設定、割引および技術情報のすべてが、ホラ イゾングループ会社の秘密情報および専有情報であ ることに同意します。購入者は、(i)かかる情報を



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information of Horizon Group Companies. Buyer agrees to: (i) keep such information confidential and not disclose such information to any third party, and (ii) use such information solely for Buyer's internal purposes and in connection with Products supplied under the Contract. Nothing in these Terms will restrict the use of information which is available to the general public.

- 17. Data Protection. Each party will, at all times, comply with its obligations under the Data Protection Legislation (defined below) relating to the privacy and security of Personal Data (as defined in the Data Protection Legislation) which is processed by it during the course of performing obligations or exercising rights under the Contract. By applying for or accepting a credit facility Buyer agrees that Supplier may process Personal Data relating to the proprietor(s) or principal directors in order to establish a credit limit. From time to time Supplier may make a search with one or more credit reference agencies that will provide Supplier with credit history and an assessment of credit worthiness and will keep a record of that search and may share that information with other businesses. Supplier will also monitor and record information relating to Buyer's trade performance. Such records may be made available to credit reference agencies, who will share that information with other businesses for fraud prevention purposes and when assessing applications for credit. Data Protection Legislation means applicable laws from time to time in force relating to the protection of Personal Data, including the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (for so long as it is directly applicable in the United Kingdom, ("**UK**")) the GDPR, and any laws substituting, re-enacting or replacing any of the foregoing, as amended or updated from time to time and in force in the UK, and any similar or equivalent legislation in any other country.
- 18. Indemnity. To the extent allowed by applicable law, and except where a claim arises as a result of Supplier's gross negligence or wilful misconduct, Buyer will indemnify, defend and hold harmless each Horizon Group Company and its officers, agents, employees, distributors (each an Indemnified Party) and affiliates of the Indemnified Party for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which may be made against an Indemnified Party as a result of Buyer's acts, omissions, use of Product (including any Custom Product) or Supplier's compliance with any instructions provided by Buyer.
- 19. **Breach of Agreement or Insolvency.** Supplier may immediately suspend performance of the Contract, cancel any outstanding deliveries of Products, stop

機密として保持し、第三者に開示しないこと、および(ii)かかる情報を購入者の内部的な目的のため、および契約に基づいて供給される製品に関連してのみ使用することに同意するものとします。本規約のいかなる規定も、一般に入手可能な情報の利用を制限するものではありません。

- 17. データ保護 各当事者は、契約に基づく義務の履行 または権利の行使の過程で処理される個人データ (データ保護法令に定義されたもの)のプライバシ ーおよびセキュリティに関するデータ保護法令(後 に定義)に基づく義務を常に遵守します。購入者 は、信用枠の設定申請をし、またはその設定を受け ることにより、信用限度額を設定するために、サプ ライヤーが所有者または主たる取締役に関する個人 データを処理することができることに同意します。 サプライヤーは、信用履歴と信用価値の評価をサプ ライヤーに提供し、その調査の記録を保管し、他の ビジネスとその情報を共有する1つ以上の信用照会 機関で随時検索を行うことがあります。サプライヤ ーは、購入者の取引実績に関する情報についてもモ ニターおよび記録します。このような記録は、信用 照会機関に利用可能にすることができ、信用照会機 関は、不正防止目的のために、またクレジットの申 請を評価する際に、その情報を他の事業者と共有し ます。「データ保護法令」とは、2018 年英国データ 保護法、2003年プライバシーと電子通信に関する規 制(EC指令)および(英国で直接適用可能である場 合に限り、「**英国**」の)GDPR を含む、個人データ の保護に関連して随時適用される法律、およびこれ らのいずれかを代替、再制定、または置換する法律 で、英国で随時修正または更新されるもの、および その他の国で有効な類似または同等の法律を意味し ます。
- 18. 補償 購入者は、サプライヤーの重大な過失または 故意の結果として請求権が発生した場合を除き、適 用法令によって認められる範囲において、ホライゾ ングループ会社およびその役員、代理人、従業員、 代理店(それぞれを「補償当事者」という)ならび に関係者の補償当事者を、購入者の行為、不作為、 製品(任意のカスタム製品を含む)の使用、または 購入者の指示に対するサプライヤーの遵守に起因し て請求されうるすべての責任、費用、支出、損害お よび損失(直接的、間接的又は結果的な損失、利益 の損失、評価の損失及びすべての利子、罰則並びに 法律上及びその他の合理的な専門的費用を含む)に ついて、補償し、防御し、損害を与えないものとし ます。
- 19. 契約違反または支払不能 サプライヤーは、次の場 合には、何らの責任を負うことなく、直ちに契約の 履行を停止し、納品未了の商品の処理を中止し、輸 送中の商品を停止し、又は購入者に書面で通知する

any Products in transit or by notice in writing to Buyer to terminate the Contract without liability to Buyer if: (i) Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Supplier to remedy or desist from such breach within a period of 14 days; or (ii) Buyer enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement or Supplier has reason to doubt the credit worthiness of Buyer. Notwithstanding any such termination or suspension in accordance with Sections 19(i) or (ii), Buyer will pay Supplier for all Products delivered up to and including the date of suspension or termination and invoiced by Supplier or its authorised representative. Termination of the Contract for any reason is without prejudice to the rights and remedies of either party which may have accrued up to termination.

- 20. Governing Law and Jurisdiction. Except as expressly otherwise provided below, the Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (Dispute) shall be governed by and construed in accordance with the laws of Japan and subject to the exclusive jurisdiction of the Tokyo District courts if the dispute or claim are with Buyers in Japan.
- 21. **Export Control.** Products and information provided by Supplier to Buyer are subject to United States, European Union, UK (to the extent that it is no longer a member state of the European Union), and other jurisdictional export-control laws and regulations. Buyer may not, directly or indirectly, import, sell, export, re-export, transfer, divert, or otherwise dispose of any such Product or information (including without limitation Products derived from or based on the Products or information) to any destination, entity, or person prohibited by United States, European Union, UK (to the extent that it is no longer a member state of the European Union) or other jurisdictional laws or regulations.
- 22. **Miscellaneous.** No representative of Supplier or its distributor(s) may create, modify or expand warranty provisions or remove any disclaimers applicable to Products or make any representations as to Products without a written agreement signed by an authorised representative of Supplier. Any such representation, creation, modification, removal or expansion, if made, should not be relied upon by Buyer and will not form a part of the Contract. The performance of Supplier of any covenant or obligation on its part to be performed under any agreement with Buyer will be excused by floods, fire, tsunami, storm, war, civil war, armed conflict or terrorist attack, strikes, or other labour

ことにより契約を終了させることができる。(i)購 入者が、本契約に基づく義務の重大な違反を犯し、 義務の違反を是正することができない場合もしくは 是正することができる違反を是正しない場合、また は、本契約に基づく義務のあらゆる違反について、 サプライヤーから14日以内に違反を是正するよう 書面で要求された後も義務の違反を継続している場 合、または(ii) 購入者が破産、個人による破産を避 けるための自発的な取り決め、清算、管財、管理ま たは会社による破産を避けるための自発的な取り決 めを行う場合、またはサプライヤーが購入者の信用 力を疑う理由がある場合。第19項の(i)又は(ii) に従って、終了又は停止があった場合でも、購入者 は、サプライヤーに対し、停止又は終了の日までに 引き渡された全ての製品について、サプライヤー又 はサプライヤーより権限を与えられた代理人から請 求された支払いを行うものとする。いかなる理由に よる契約の終了によっても、終了までに生じたいず れかの当事者の権利および救済は損なわれません。

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- 21. 輸出のコントロール サプライヤーから購入者へ提供される製品および情報は、米国、欧州連合、英国(欧州連合の加盟国でなくなった場合)およびその他の管轄区域の輸出管理法および規制の対象となります。購入者は、直接または間接を問わず、米国、欧州連合、英国(もはや欧州連合の加盟国でなくなった場合)、またはその他の管轄区域の法規で禁止されている目的地、事業体、または個人に対して、製品または情報(本製品または本情報から派生した製品、または本製品または本情報に基づく製品を含みますが、これらに限定されるものではありません。)を輸入、販売、輸出、再輸出、移転、流用、その他の処分を行うことはできません。
- 22. その他 サプライヤーまたはその販売代理店の代表 者は、サプライヤーの正式な代表者によって署名された書面による合意なしに、製品に適用される保証 条項を作成、修正、拡大したり、免責事項を削除したり、製品に関する表明を行ってはなりません。このような表示、作成、修正、削除または拡大が行われた場合でも、購入者はこれらに依拠すべきではなく、これらが契約の一部を構成することはありません。サプライヤーが、合意に基づいて履行すべき契約または義務を履行する場合、サプライヤーの合理的な管理の範囲を超えて、洪水、火災、津波、暴風雨、戦争、内戦、武力紛争またはテロ攻撃、ストライキ、またはその他の労働争議、暴動、火災、事故、戦争、禁輸、輸送業者の遅延、電力または通常の供給源の故障、行為、禁止、または政府の制約、



disturbances, riots, fires, accidents, wars, embargoes, delays of carriers, failure of power or of regular sources of supply, acts, injunctions, or restraints of government, compliance with any law or governmental order or Regulatory Authority, accident, or any other cause preventing such performance, beyond Supplier's reasonable control. Buyer and Supplier are independent contractors, and no agency, partnership, joint venture, employeeemployer or franchisor-franchisee relationship is intended or created by the Contract. If any term in the Contract is found by a competent court to be unenforceable, but would otherwise be enforceable if part of the wording was deleted and the scope of the term reduced then each such term shall be read with the modifications as shall be required to make it effective. Supplier's failure to enforce, or Supplier's waiver of a breach of, any provision contained herein will not constitute a waiver of any other breach or of such provision. Unless it expressly states otherwise, this Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party. Any notice or communication required or permitted under the Contract will be in writing and will be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in the Order Acknowledgement or at such other address as either party may from time to time designate to the other. If an Order, invoice, or other document submitted to Supplier by Buyer contains terms or conditions conflicting with, or in addition to, the Terms, Supplier hereby rejects such terms and conditions, and the Terms will prevail unless otherwise expressly agreed to in writing by Supplier.

23. **Priority.** If any terms within the Contract documents conflict with each other, the following will be the priority in descending order: the Dealership Agreement, any Label Licenses, these Terms and finally the Order Acknowledgement.

ADDITIONAL TERMS ONLY FOR CUSTOM GENERATION OF CELL LINES

24. Intellectual Property

- a. As between the parties of the Contract, all title and ownership rights and interests in intellectual property rights owned or controlled by a party, its affiliates or approved subcontractor(s) before or on the effective date of the Contract or developed or acquired by that party during the term of the Contract but outside the performance of the services ("Background IP") will remain vested in such party, its affiliates or approved subcontractor.
- b. Supplier shall own all intellectual property rights in and to any improvements or modifications to, or

法律または政府命令の遵守、規制当局、事故、また はそのような履行を妨げるその他の原因があれば免 責されます。購入者とサプライヤーは独立した事業 者であり、本契約は、代理店、パートナーシップ、 ジョイントベンチャー、従業員と雇用主、またはフ ランチャイザーとフランチャイジーの関係を意図し たり、または形成したりするものではありません。 本契約のいずれかの条項が管轄裁判所により執行不 能であると認定されたがそれ以外、文言の一部が削 除され期間の範囲が縮小された場合には執行可能で あると認定された場合は、当該各条項は、それを有 効にするために必要な修正を加えて読まれるものと します。本契約に含まれるいかなる規定も、サプラ イヤーが違反行為の是正を強制しなかった場合、ま たはサプライヤーが違反行為について権利放棄した 場合でも、それ以外の違反行為またはそのような条 項の権利放棄をしたことにはなりません。本契約 は、別途明示的に規定されている場合を除き、当事 者の利益のために作成されたものであり、第三者の 利益となることを意図するものではなく、第三者に よって実施されることを意図するものでもありませ ん。本契約に基づく、または本契約に関連する修 正、権利放棄、変更、または和解の終了、取り消 し、または合意する当事者の権利は、第三者の同意 を条件とするものではありません。本契約に基づい て要求または許可される通知または通信は、書面に よるものとし、受領されたと見なされるのは、注文 確認書に指定された住所または当事者が随時指定す るその他の住所に、直接配達された場合、または書 留郵便で発送された後3営業日経過した場合です。 購入者がサプライヤーに提出した注文、請求書、ま たはその他の書類に、本規約と矛盾する、または本 規約に加えて矛盾する条件が含まれている場合、サ プライヤーはかかる条件を拒否し、サプライヤーが 書面で明示的に同意しない限り、本規約が優先しま す。

23. 優先順位

契約文書内のいずれかの条件が相反する場合、販売代理 店契約書、ラベルライセンス、本規約、注文確認書の順 に優先されます。

細胞株のカスタム遺伝子改変にのみ適用される追加条項

24. 知的財産権

- a. 本契約の当事者間では、本契約の発効日以前または 発効日に当事者、その関連会社、または承認された 下請業者によって保有または支配されているか、ま たは本契約の期間中にこれらの者によってサービス の履行外で開発または取得されたすべての知的財産 権(以下「バックグラウンドIP」)に関するすべて の権利及び権原は、当該当事者、その関連会社、ま たは承認された下請業者に帰属します。
- b. サプライヤーは、サービスの実施(細胞株プロファ イリング、ライセートベースアッセイおよび関連す る測定技術、ならびに統計分析を含むがこれらに限 定されない。)において、サプライヤーまたはその 関連会社、あるいはそれぞれの下請業者によって発

new developments or uses of, its Background IP, and any new techniques, methods, tools or processes that may have general application in the services it provides to customers, that are in each case invented or generated by Supplier or any of its affiliates, or their respective subcontractors, in the performance of the services including but not limited to cell line profiling, lysate based assays and associated measurement techniques, and statistical analyses ("Horizon IP").

- c. As between the parties, Buyer shall own all intellectual property rights created in the provision of the services, in deliverables under the Contract, with the exception of any Horizon IP ("Buyer IP"). Buyer IP also includes any improvements or modifications to, or new developments or uses of Buyer's Background IP, and any new techniques, methods, tools or processes that are exclusively related to any Buyer-provided materials. Subject to and conditional upon payment of all fees and other sums payable by the Buyer under the Contract, Supplier hereby on behalf of itself and its affiliates assigns to Buyer all Supplier's and its affiliates' ownership rights in Buyer IP.
- d. For clarity, and notwithstanding any other provision of the Contract, all data provided to Buyer as a deliverable and all supporting data produced during the conduct of the services shall be the sole property of the Buyer.

25. Customer Materials

- a. The Buyer shall provide Supplier with the Customer Materials (and deliver them at Buyer's risk and expense to Supplier's premises) within 3 months (or the different deadline agreed in writing between the parties) from the Order Acceptance date. "Customer Materials" means all chemical or biological materials to be provided by the Buyer for the performance of the requested service by Supplier, together with any data, information, advice and analyses provided by the Buyer concerning their stability and their storage, handling and safety requirements (including any material safety data sheet).
- Unless otherwise agreed, Supplier shall use b. Customer Materials solely in the performance of its obligations. Supplier may release Customer Materials to an affiliate or subcontractor for use only in connection with the Contract. Supplier is entitled to rely upon and assume, without verification, the accuracy and completeness of all information that has been provided to Supplier by or on behalf of the Buyer in connection with the Customer Materials. Supplier shall not be liable for any loss suffered by the Buyer resulting from any inaccuracy or incompleteness in any information provided by the Buyer or from any deficiency or defect in, or contamination of, any Customer Materials.
- c. When providing Customer Materials to Supplier the Buyer shall inform Supplier of any health and safety rules or regulations and any other safety information

明または生成された、バックグラウンド IP の改良ま たは変更、あるいはその新たな開発または新たな使 用に関するすべての知的財産権、ならびにサプライ ヤーがお客様に提供するサービスにおいて一般的に 適用される可能性のある新たな技術、方法、ツール またはプロセスに関するすべての知的財産権(以下 「Horizon IP」)を保有するものとします。

- c. 当事者間では、Horizon IP を除き、本契約に基づく サービスの提供において、本契約に基づく成果物に 生じたすべての知的財産権を購入者が保有するもの とします(以下「購入者 IP」)。購入者 IP には、購 入者のバックグラウンド IP の改良または変更、新た な開発または使用、および購入者が提供する材料に のみ関連する新しい技術、方法、ツールまたはプロ セスも含まれます。本契約に基づいて購入者が支払 うべきすべての手数料及びその他の金額の支払いを 条件として、サプライヤーはサプライヤー自身及び その関連会社のために、購入者 IP に関するすべての 権利を購入者に譲渡します。
- d. 明確化のため、また本契約の他の規定にかかわらず、成果物として購入者に提供されたすべてのデータおよびサービスの実施中に作成されたすべての裏付けデータは、購入者の単独の財産とします。

25. 顧客材料

- a. 購入者は、注文承諾日から3ヶ月以内(または当事 者間で書面により合意された別の期限まで)に、顧 客材料をサプライヤーに提供する(かつ、購入者の 危険負担と費用をもってサプライヤーの敷地にそれ らを配達する)ものとします。「顧客材料」とは、 サプライヤーがサービスを実施するために、購入者 が提供すべきすべての化学的または生物学的材料、 ならびにそれらの安定性、保管、取り扱いおよび安 全要件に関して購入者が提供するデータ、情報、助 言および分析(材料安全データシートを含む)を意味 します。
- 別段の合意がない限り、サプライヤーは、顧客材料 をその義務の履行のためにのみ使用するものとしま す。サプライヤーは、契約に関連して使用するため にのみ、顧客試料を関連会社または下請業者に提供 することができます。サプライヤーは、顧客材料に 関連して、購入者により、または購入者のためにプ ライヤーに提供されたすべての情報の正確性と完全 性を信頼し、検証することなく仮定することができ るものとします。サプライヤーは、購入者から提供 された情報の不正確または不完全性、あるいは顧客 材料の欠陥または汚染によって購入者が被ったいか なる損失に対しても責任を負わないものとします。
- c. 購入者は、顧客材料をサプライヤーに提供する場合、顧客材料の取り扱い、使用または保管に関連する健康および安全に関する規則および規制その他の 安全情報をサプライヤーに通知するものとし、これ らの情報の変更については、購入者が認識し次第、 速やかにサプライヤーに通知するものとします。

HORIZON DISCOVERY GROUP – STANDARD TERMS AND CONDITIONS OF SALE APPLICABLE TO WEBSITE PRODUCT SALE

undertaken under the Contract or, if

greater,

For use in the Japanese territory only

horizon

which relate to the handling, use or storage of those お客様からの要請があった場合、ホライゾンは、購 d. 入者の費用と責任で、本契約の完了または早期終了 Customer Materials, and shall promptly inform 後に残っている顧客材料を直ちに購入者に返却する Supplier of any changes to that information as soon か、またはその他の方法で安全に処分するものとし as it becomes aware of them. ます。ただし、サプライヤーは、記録管理の目的 d. On request from Customer Horizon shall, at the で、顧客材料からサンプルを保管することができま Buyer's expense and risk, promptly return to the Buyer or otherwise safely dispose of any quantities す。 購入者は、その知る限り、および信じる限り、サプ of Customer Materials remaining after completion or e. earlier termination of the Contract. Supplier may ライヤーによる製品の製造と顧客材料の使用が第三 nevertheless keep samples from Customer Materials 者の知的財産権を侵害しないこと、および契約に従 った使用のために購入者が顧客材料を Horizon に提 for archive purposes. 供する完全な権利を有することを保証します。 Buyer warrants that, to the best of its knowledge and e. belief, Supplier's creation of the Products and use of f. 国境を越えて提供される顧客材料については、顧客 the Customer Materials will not breach the 材料の価額は、関税申告のための WTO 関税評価協 Intellectual Property Rights of any third party and 定に従って決定されます。購入者は、問い合わせの that the Buyer has the full right to provide the 際に顧客材料の価値を確認するために税関当局と協 Customer Materials to Horizon for use in 力することを約束します。 accordance with the Contract. 顧客材料は購入者の秘密情報とみなされ、サプライ g. ヤーは、第16項に基づく自身の秘密情報として秘密 f. For Customer Material supplied on a cross border basis, the value of Customer Material is established にしておかなければなりません。 according to the WTO Customs Valuation Agreement for custom declaration purposes. Buyer commits to cooperate with custom authorities to confirm the value of Customer Material in case of enquiries. **Customer Material is considered Confidential** g. Information of the Buyer and Supplier shall keep them confidential as its own confidential information under clause 16. 26. 契約終了の規定 26. Termination rules 購入者は、契約に概説されているプロジェクトの a. Buyer may terminate the Contract for convenience by a. 各段階(「段階」)の終了から7日以内に、書面に serving a written notice to Supplier within seven (7) よる通知をサプライヤーに送達することにより、 days from the end of every stage of the project as 本契約を、購入者の都合により終了することがで outlined in the Contract ("Stage"). きます。 b. In case of termination, the Buyer will pay Supplier the 契約終了の場合、購入者はサプライヤーに対し、 b. following which shall be due and payable immediately 契約終了時に直ちに以下の金額を支払うものとし on termination of the Contract: ます: I. If the Contract is terminated within seven (7) days I. プロジェクト・ステージの終了から7日以内に契 from the end of a project Stage, the Buyer will 約が終了した場合、購入者は、履行され完了した pay fees for the performed and completed Stage プロジェクトのステージに対する料金のみを支払 of the project only. います。 II. If the Contract is terminated at any other time, II. それ以外の時点で契約が終了された場合、購入者 the Buyer will pay fees for the performed and は、履行され完了したステージの料金に加え、以 completed Stage and in addition fees and costs 下の規定に従って算出された料金および費用を支 calculated according to the following rules: 払うものとします: if and to the extent that fees are calculated on 料金が時間および材料に基づいて計算される a time and materials basis, the Buyer will pay 場合、購入者は、サプライヤーが本製品の提 fees (after taking account of payments already 供において実施した作業および取得した材料 made by the Buyer) relating to work に関連する料金(購入者がすでに支払った金 undertaken and materials acquired by 額を考慮した後)を、契約終了の効力発生日 Supplier in provision of the Products up until までに支払うものとします。 the effective date of termination; and/or 料金が定額である場合、購入者は、支払わな if and to the extent that fees are fixed sums, ければならない、または支払わなくてはなら then the Buyer will pay the percentage of total なくなる料金総額のうち、以下のいずれかの fees due or to become due calculated as 割合で計算された金額を支払うものとしま follows, being either: す: the percentage of work actually • 本契約に基づき実施されることが合意され undertaken pursuant to the Contract up to たすべての業務に関して、本契約の実際の actual termination of the Contract in 終了までに本契約に基づき実際に実施され relation to all work agreed to be た業務の割合、またはそれよりも大きい場

合、

- the percentage which the period from the Contract effective date to the date of actual termination of the Contract in relation to the period from the Contract effective date to the date or estimated date specified for final delivery of Product under the Contract; and
- III. In addition to point I or II, Buyer shall reimburse for out-of-pocket costs and other pass-through expenses already incurred or irrevocably committed in connection with the terminated Contract and all non-cancellable expenses incurred by Supplier as a result of the early termination of the Contract along with reasonable wind down costs; provided that Supplier shall use reasonable efforts to mitigate such expenses.

27. High-Risk Projects:

Buyer acknowledges that for some custom cell line а requests, there might be a higher risk of failure or partial failure to generate the requested modification due to the specific essential gene modification requested by the Buyer, or due to the Customer Material specifications, or the use of third-party material requested by the Buyer or the inherent project risks outlined in Section Project Risks where applicable ("High-Risk Projects"). In that case, Supplier attempts to obtain the requested modified cell line and will inform the Buyer about developments as soon as reasonably possible. However, Supplier cannot guarantee the generation of the requested modified cell line in High-Risk Projects. If the requested modified cell line cannot be generated, the Buyer acknowledges and agree that may be requested to pay up to 50 %of the original Price for the services performed regardless of the results.

28. Conflict Of Terms

- In case of conflict between the general Horizon website T&Cs and the additional T&Cs for custom generation cell line (including the LULL), the T&Cs for custom generation of cell line shall prevail.
- b. If the Buyer and Supplier have a separate agreement to govern custom generation of cell lines ("Buyer MSA"), the Buyer MSA shall govern the Order.

 本契約発効日から契約に基づく製品の最終 引渡しに指定された日または予定日までの 期間に対し、本契約発効日から実際の契約 終了日までの期間の割合:および

orizo

- IまたはIIに加え、購入者は、終了した契約に関連してサプライヤーに既に発生したか、または取消不可能な形で約束された負担費用、その他の転嫁費用、および合理的な精算費用並びに本契約の早期終了の結果としてサプライヤーに発生した解約不能なすべての費用を支払うものとします。ただし、サプライヤーはかかる費用を軽減するために合理的な努力を払うものとします。
- 27. 高リスクプロジェクト
- 購入者は、カスタム細胞株の依頼について、購入者 а が要求する特定の必須遺伝子改変、顧客材料の仕 様、購入者が要求する第三者材料の使用、または、 該当する場合、「プロジェクトリスク」に概説され ている固有のプロジェクトリスクにより、要求され た改変を行うことができないか、または部分的に失 敗するリスクが高い可能性がある場合(以下「高リ スクプロジェクト」)が存在することを了承しま す。その場合、サプライヤーは、要求された改変細 胞株を入手することを試み、合理的に可能な限り速 やかに開発について購入者に通知します。ただし、 サプライヤーは、高リスクプロジェクトにおいて、 要求された改変細胞株の作製を保証することはでき ません。購入者は、要求された改変細胞株が作製で きない場合、結果にかかわらず、実施されたサービ スに対して元の価格の50%までの支払いが要求され ることがあることを了承し、同意します。

28. 条項の矛盾

- ホライゾンのウェブサイトの一般的な規約(T&C)
 とカスタム製造細胞株のための追加規約(T&C)
 (LULL を含む。)の間に矛盾がある場合には、カスタム製造細胞株のための規約(T&C)が優先されます。
 購入者とサプライヤーが、知時株のキスタイ制法に
- b. 購入者とサプライヤーが、細胞株のカスタム製造に 適用される別の契約(以下「購入者 MSA」)を締結 している場合、該当する注文については、購入者 MSA が適用されるものとします。