

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

These terms and conditions (**Terms**) are used by Horizon Group Companies (defined below) for the supply of products listed on web sites controlled by Horizon Group Companies as being able to be purchased online (**Products**). PRODUCTS ARE SUPPLIED FOR INTERNAL RESEARCH AND DEVELOPMENT PURPOSES ONLY.

### 1. ABOUT US

- 1.1 Horizon Group Company.** Horizon Group Company means Horizon Discovery Group LTD (company number 08921143) is a company registered in England and Wales (**Horizon**) or any company or other business entity with respect to which Horizon Discovery Group LTD owns or controls, directly or indirectly, shares or other ownership interest representing more than 50% (fifty percent) of the voting power, or the power to appoint or remove the majority of the directors in such company or business entity.
- 1.2 Contacting us.** To contact the Horizon Customer Service Team call 800-235-9880 (USA) / 08003766188 (UK) or email [orders@horizondiscovery.com](mailto:orders@horizondiscovery.com). How to give us formal notice of any matter under the Contract is set out in Clause 24.

### 2. OUR CONTRACT WITH YOU (Buyer or you)

- 2.1 Our contract.** These Terms apply to the order by Buyer and supply of Products by a Horizon Group Company (**Supplier**). No other terms are implied by trade, custom, practice or course of dealing. Horizon may amend these Terms at any time by posting amended Terms on its web site and those of relevant Horizon Group Companies supplying Products. The amended or updated Terms will be effective from the date of posting, or such later date specified in them, and will apply to purchases of Products beginning with such effective date.
- 2.2 Entire agreement.** The Terms, any applicable Label Licenses (defined below) and the Order Acknowledgement (defined below) is the entire agreement between us in relation to its subject matter (**Contract**). You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate or which are 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.** These Terms and the Contract are made only in the English language.
- 2.4 Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

### 3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 Obtaining a quote.** Please follow the onscreen prompts to receive a quote (**Quote**).
- 3.2 Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the Products specified in the order subject to these Terms.
- 3.3 Correcting input errors.** Supplier's order process allows Buyer to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.4 Acknowledging receipt of your order.** After you place an order, you will receive an email from a Horizon Group Company acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.5.
- 3.5 Accepting your order.** Acceptance of your order takes place when a Horizon Group Company sends the email to you to accept it, at which point the Contract will come into existence between you and the Horizon Group Company which sent you the email (Order Acceptance).
- 3.6 If we cannot accept your order.** If we are unable to supply you with the Products for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

### 4. OUR PRODUCTS

- 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. 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 Licensing Statements](#) and [Limited Use Label Licences](#). 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.
- 4.3 We reserve the right at any time without notice to change the specifications and/or pricing of Products, or to discontinue any Products.
- 4.4 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 is due thirty (30) days from the invoice date. If Buyer elects not to pay for the Products through the online payment system, Supplier will be entitled to invoice Buyer for Products on or at any time before despatch and Buyer shall pay such invoice by the date shown on the relevant Order Acceptance. Payment will be made by electronic transfer or any other means shown on the relevant Order Acceptance and Supplier will not be required to despatch Products until such time as it has received full cleared funds in its bank account. 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 (iii) 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 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. Delivery terms will be FCA Incoterm 2010, unless otherwise stated in the relevant Order Acceptance. Products will be shipped via carrier selected by Supplier. Risk in Products will pass to Buyer upon delivery to the carrier and Buyer 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, title to Products will not pass to Buyer until: (i) payment is received in full by Supplier for Products; or (ii) on delivery, whichever is later.
- 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 non-conformance within three (3) days of the date of delivery, 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 12 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 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 NEGLIGENCE 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 (INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND AUTHORISED REPRESENTATIVES) UNDER THESE TERMS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, BUT EXCLUDING LIABILITY OF HORIZON GROUP COMPANIES FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH WILL BE AS PROVIDED UNDER CLAUSE 12 ABOVE)) WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY BUYER TO SUPPLIER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL HORIZON GROUP COMPANIES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR PERFORMANCE OF ANY PRODUCTS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL, ANTICIPATED OR OTHERWISE), REGARDLESS OF WHETHER SUPPLIER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) IS NEGLIGENT. This limitation of liability does not limit the liability of any Horizon Group Company for death or personal injury caused by Supplier's negligence, or fraudulent misrepresentation, or any other liability that cannot be excluded by law.
- 14. Intellectual Property Rights; Limited Licence.** Buyer acknowledges and agrees that all intellectual property rights in Products, Custom Products (to the extent not licensed to Supplier by Buyer) and in any Horizon Group Company technology, intellectual property and know-how used to make or useful for the manufacture or use of Products will at all times remain vested in Horizon Group Companies and their licensors. Nothing in these Terms will be construed as granting Buyer any rights to manufacture, license or alter Products, their marking and labelling. No licence or patent rights are granted by Horizon Group Companies..

- 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.
- 16. Confidentiality.** Buyer agrees that all pricing, discounting and technical information that Supplier provides to Buyer is the confidential and proprietary 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 willful misconduct, Buyer will indemnify, defend and hold harmless each Horizon Group Company and, its officers, agents, employees, distributors and affiliates (each an **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 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 0(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 England and Wales and subject to the exclusive jurisdiction of the English courts.
- 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. Purchases for the U.S. Government.** If Buyer is placing its Order for the U.S. Government or in support of a contract with the U.S. Government, Buyer agrees that Products purchased are "commercial items" as that term is defined in the Federal Acquisition Regulations (**FAR**). If Buyer is an employee or other authorized Buyer placing an Order in the name of the U.S. Government and Buyer's Order is less than or equal to \$2500, then Buyer agrees that only the Contract applies apply to the

Order. If Buyer's Order is greater than \$2500, then Buyer agrees that the Order is subject to FAR Part 12, and pursuant to FAR 12.302, only those mandatory provisions of FAR 52.212-4, as well as FAR 52.222-3, FAR 52.225-13, FAR 52.233-3, and the Contract applies. If Buyer is a government contractor placing an Order in support of a contract with the U.S. Government, Buyer agrees that only those provisions in FAR 52.244-6 as well as the Contract applies to Buyer's Order. All other terms and conditions are expressly rejected. In the event of a conflict between the FAR provisions referenced herein and the Contract, the Contract will take precedence.

- 23. Medicare/Medicaid Reporting Requirements.** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid under the Contract in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Supplier in the event Buyer requires additional information from Supplier in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Supplier's agreement to provide Products and that Supplier would not have entered into the Contract had Buyer not agreed to comply with such obligations.
- 24. Miscellaneous.** No representative of a Horizon Group Company 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 authorized 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 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, employee-employer 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.
- 25. Priority.** If any terms within the Contract documents conflict with each other, the following will be the priority in descending order: any Label Licenses, these Terms and finally the Order Acknowledgement.

#### **ADDITIONAL TERMS ONLY FOR CUSTOM GENERATION OF CELL LINES**

- 26. 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 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.
- 27. 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. If Buyer fails to provide Customer Material according to the deadline, the Order will be considered cancelled by the Buyer, and Supplier may apply an administration fee equal to the 10 % of the Price for the project's initiation. "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).
  - b. Unless otherwise agreed, Supplier shall use 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.

- c. 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.
- d. When providing Customer Materials to Supplier the Buyer shall inform Supplier of any health and safety rules or regulations and any other safety information which relate to the handling, use or storage of those Customer Materials, and shall promptly inform Supplier of any changes to that information as soon as it becomes aware of them.
- e. On request from Customer Horizon shall, at the Buyer's expense and risk, promptly return to the Buyer or otherwise safely dispose of any quantities of Customer Materials remaining after completion or earlier termination of the Contract. Supplier may nevertheless keep samples from Customer Materials for archive purposes.
- f. Buyer warrants that, to the best of its knowledge and belief, Supplier's creation of the Products and use of the Customer Materials will not breach the Intellectual Property Rights of any third party and that the Buyer has the full right to provide the Customer Materials to Horizon for use in accordance with the Contract.
- g. For Customer Material supplied on a cross border basis, the value of Customer Material is established 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.
- h. Customer Material is considered Confidential Information of the Buyer and Supplier shall keep them confidential as its own confidential information under clause 16.

**28. High-Risk Projects:**

- a. Buyer acknowledges that for some custom cell line 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 ("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.

**29. Conflict Of Terms**

- a. In case of conflict between the general Horizon website T&Cs and the additional T&Cs for custom generation cell line (including the Limited Label Licence), 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.