

## QUOTIENT SCIENCES TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES) USA

### 1. DEFINITIONS

**Affiliates:** Affiliate(s): for purposes of this Agreement, an Affiliate of a Party is any person, corporation, joint venture, or other business entity that directly (or indirectly through one or more intermediaries) controls, is controlled by, or is under common control with such Party. For purposes of the preceding definition only, the terms “controls,” “controlled,” and “control” shall mean possessing the power to direct or cause the direction of the management and policies of an entity, whether through ownership or control of stock (or other ownership interest), by contract, or otherwise.

**Business Day:** a day other than a Saturday, Sunday or public holiday in The United States, when banks in The United States are open for business.

**Commencement Date:** has the meaning given in Clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 17.8.

**Contract:** the contract between Quotient and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Location:** has the meaning given in Clause 4.2(b).

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings that are agreed in writing by Quotient and the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in getup and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets).

**Order:** Quotient’s order for the supply of Goods and/or Services, as set out in Quotient’s purchase order form **OR** in Quotient’s written acceptance of the Supplier’s quotation.

**Quotient:** means Quotient Sciences – Philadelphia, LLC with its principal place of business at 3 Chelsea Parkway Suite, 305 Boothwyn, Pennsylvania 19061 and its Affiliates.

**Quotient Materials:** has the meaning set out in Clause 5.3(j).

**Personal Data:** means any information relating to an identified or identifiable living individual.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by Quotient and the Supplier.

**Supplier:** the person or firm from whom Quotient purchases the Goods and/or Services.

### 2. BASIS OF CONTRACT

**2.1** The Order constitutes an offer by Quotient to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

- 2.2** The Order shall be deemed to be accepted on the earlier of:
- (a)** the Supplier issuing written acceptance of the Order; or
  - (b)** any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3** These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing unless Quotient and Supplier have entered a framework or other form of master agreement which shall prevail.
- 2.4** All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5** Time shall be of the essence in relation to the performance of any and all Supplier's obligations pursuant to the Contract.
- 2.6** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

### **3. SUPPLY OF GOODS**

- 3.1** The Supplier shall ensure that the Goods shall:
- (a)** correspond with their description and any applicable Goods Specification;
  - (b)** be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Quotient, expressly or by implication, and in this respect Quotient relies on the Supplier's skill and judgement;
  - (c)** where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - (d)** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2** The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3** Quotient may inspect and test the Goods at any time before delivery and the Supplier shall immediately take such remedial action as is necessary, should Quotient identify issues of noncompliance.

### **4. DELIVERY OF GOODS**

- 4.1** The Supplier shall ensure that:
- (a)** the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - (b)** each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - (c)** it states clearly on the delivery note any requirement for Quotient to return any packaging material for the Goods to the Supplier and which shall only be returned to the Supplier at the cost of the Supplier.
- 4.2** The Supplier shall deliver the Goods:
- (a)** on the date specified in the Order or as otherwise agreed in writing;

(b) Duty Paid (DDP) (Incoterms 2020) to Quotient's premises at 3 Chelsea Parkway, Boothwyn, PA 19061 or such other location as is set out in the Order or as instructed by Quotient before delivery (**Delivery Location**); and

(c) during Quotient's normal hours of business or as instructed by Quotient.

**4.3** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

**4.4** The quantity of Goods or Services specified within the Contract cannot be changed without Quotient's prior written consent. Quantities above or below those stated within the Contract may not be accepted.

**4.5** The Supplier shall not deliver the Goods in instalments without Quotient's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Quotient to the remedies set out in Clause 6.

**4.6** Title and risk in the Goods shall pass to Quotient on completion of delivery.

## **5. SUPPLY OF SERVICES**

**5.1** The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Quotient in accordance with the terms of the Contract.

**5.2** The Supplier shall meet any performance dates for the Services that Quotient notifies to the Supplier and time is of the essence in relation to any of those performance dates.

**5.3** In providing the Services, the Supplier shall:

(a) co-operate with Quotient in all matters relating to the Services, and comply with all instructions of Quotient;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Quotient expressly or impliedly makes known to the Supplier;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Quotient, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all licenses and consents which may be required for the provision of the Services;

(h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of Quotient's premises;

(j) hold all materials, equipment and tools, drawings, specifications and data supplied by Quotient to the Supplier (**Quotient Materials**) in safe custody at its own risk, maintain Quotient Materials in good condition until returned to Quotient, and not dispose or use Quotient Materials other than in accordance with Quotient's written instructions or authorization;

- (k) not do or omit to do anything which may cause Quotient to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Quotient may rely or act on the Services; and
- (l) comply with any additional obligations as set out in the Service Specification.

## 6. REMEDIES

**6.1** If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Quotient shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered;
- (d) to recover from the Supplier any expenditure incurred by Quotient in obtaining substitute services or deliverables from a third party; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Quotient which are in any way attributable to the Supplier's failure to meet such dates.

**6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1, then, without limiting or affecting other rights or remedies available to it, Quotient shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Quotient arising from the Supplier's failure to supply Goods in accordance with Clause 3.1.

**6.3** If the Supplier has supplied Services that do not comply with the requirements of Clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, Quotient shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to claim damages for any additional costs, loss or expenses incurred by Quotient arising from the Supplier's failure to comply with Clause 5.3(d).

**6.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**6.5** Quotient's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## 7. QUOTIENT'S OBLIGATIONS

7.1 Quotient shall:

- (a) provide the Supplier with reasonable access at reasonable times to Quotient's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## 8. CHARGES AND PAYMENT

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) shall be inclusive of the costs of packaging, insurance, carriage and duty of the Goods. No extra charges shall be effective unless agreed in writing and signed by Quotient.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Quotient, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice Quotient on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Quotient on completion of the Services. Each invoice shall include the relevant purchase order number or payment may be delayed.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, Quotient shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, fees and applicable taxes, including, but not limited to, all sales, use or excise taxes.

8.6 If Quotient fails to make a payment due to the Supplier under the Contract by the due date, then Supplier shall have the right to charge Quotient interest on the overdue sum from the due date until payment of the overdue sum, each day at 1% a year above the Bank of England's base rate.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Quotient to inspect such records at all reasonable times on request.

8.8 Quotient may at any time, without notice to the Supplier, set off any liability of the Supplier to Quotient against any liability of Quotient to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

9.2 The Supplier grants to Quotient, or shall procure the direct grant to Quotient of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to copy and modify the Deliverables (excluding Quotient Materials) for the purpose of receiving and using the Services and the Deliverables.

9.3 Quotient grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable license to copy any materials provided by Quotient to the Supplier for the term of the Contract for the purpose of providing the Services to Quotient.

9.4 All Quotient Materials are the exclusive property of Quotient.

## 10. INDEMNITY

**10.1** The Supplier shall indemnify Quotient against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Quotient arising out of or in connection with:

**(a)** any claim made against Quotient for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Quotient Materials);

**(b)** any claim made against Quotient by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and **(c)** any claim made against Quotient by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

**10.2** This Clause 10 shall survive termination of the Contract.

## 11. INSURANCE

During the term of the Contract and for a period of five (5) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Quotient's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. CONFIDENTIALITY

**12.1** Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 12.2.

**12.2** Each party may disclose the other party's confidential information:

**(a)** to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Clause 12; and

**(b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**12.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**12.4** The Supplier shall establish and maintain adequate security measures to safeguard the confidential information from unauthorized access or use and provide notice to Quotient within two business days of discovery of any security incident that involves the unauthorized access, use or disclosure of confidential information or Quotient Materials.

## 13. DATA PROTECTION

**13.1** To the extent that the Supplier, in providing the Goods and/ or Services under the Contract processes any Personal Data, Supplier shall ensure that such Personal Data is kept secure, and in accordance with all relevant legislation and shall:

- (a)** process that Personal Data only on the written instructions of Quotient unless otherwise required by law; and
- (b)** ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; and
- (c)** ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d)** not transfer any Personal Data to a third party unless the prior written consent of Quotient has been obtained and any requirements fulfilled. Supplier shall remain liable to Quotient for any claims, losses or damages arising from its transfer of Personal Data; and
- (e)** notify Quotient within 2 business days of discovery of any personal data breach; and
- (f)** at the direction of Quotient, delete or return Personal Data thereof upon termination of the Contract unless otherwise required by law.

## **14. TERMINATION**

**14.1** Without affecting any other right or remedy available to it, Quotient may terminate the Contract:

- (a)** with immediate effect by giving written notice to the Supplier if:
  - (i)** there is a change of control of the Supplier; or
  - (ii)** the Supplier's financial position deteriorates to such an extent that in Quotient's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (iii)** the Supplier commits a breach of Clause 5.3(h),
- (b)** for convenience by giving the Supplier written notice.

**14.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a)** the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b)** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c)** the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## **15. CONSEQUENCES OF TERMINATION**

**15.1** On termination of the Contract, the Supplier shall immediately deliver to Quotient all Deliverables whether or not then complete, and return all Quotient Materials. If the Supplier fails to do so, then Quotient may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

**15.2** Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **16. FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for five (5) working days, the party not affected may terminate the Contract by giving five (5) days' written notice to the affected party.

## **17. GENERAL**

### **17.1 Assignment and other dealings.**

**(a)** Quotient may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

**(b)** The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Quotient.

### **17.2 Notices.**

Any notice given to a party under or in connection with the Contract shall be in writing to its registered office (if a company) or its principal place of business (in any other case) and for Quotient shall be made to: Chief Compliance Officer, Trent House, Mere Way, Ruddington Fields Business Park, Ruddington, Nottingham, NG11 6JS.

### **17.3 Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 17.3 shall not affect the validity and enforceability of the rest of the Contract.

### **17.4 Waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.



**17.5 No partnership or agency.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorize either party to make or enter into any commitments for or on behalf of the other party.

**17.6 Entire agreement.**

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Unless Supplier and Quotient have entered a framework or other form of master agreement which shall prevail.

**17.7 Third party rights.**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**17.8 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorized representatives.

**17.9 Governing law.** 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 shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania.

**17.10 Jurisdiction.** Each party irrevocably agrees that the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.