



Cellesce Terms and Conditions ('T&Cs') of Business

Product Delivery Restrictions

Cellesce Limited ('Cellesce') will only send its products to companies and research institutes involved in *bona fide* research. Products will not be sent to private addresses.

Product Use Limitations

Cellesce products are intended for professional research use only and are not to be used for any commercial purposes including the provision of services or use in diagnostic assays without written permission from Cellesce. THE PRODUCTS ARE NOT FOR THERAPEUTIC OR ANY OTHER USE IN HUMANS OR FOR ANY VETERINARY USES.

Product Resale Prohibited

In the absence of an express written agreement to the contrary, all products are sold by Cellesce for the exclusive use of the purchaser and are not to be resold.

Specific Organoid Use Limitations

In the absence of an express written agreement to the contrary, all organoids originally provided by Cellesce are for single use only in research assays or experiments and are not to be expanded or scaled up any further. This restriction does not apply to organoids provided by our customers and expanded as a service on their behalf.

Payment Terms

Full payment is due in 30 calendar days. Any bank charges are the responsibility of the customer. All orders are subject to final acceptance by Cellesce.

Hazardous Materials

Products delivered pursuant to these T&Cs are experimental in nature and may have hazardous or unknown properties. Cellesce expressly recommends that all individuals who handle any materials provided by Cellesce adhere to the relevant safety precautions regarding the safety, handling, use, disposal and environmental effects of such materials.

Shipping

Products will be shipped as soon as practicably possible. Dry ice shipping may incur additional charges.

Services

These T&Cs inform the standard terms and conditions that apply to all services provided by Cellesce, unless modified by a specific agreement or contract. Please read this document carefully before ordering any service from Cellesce. You should understand that by ordering any Cellesce Services you agree to be bound by these T&Cs and all

transactions with us for laboratory services will be governed by them, to the exclusion of all other terms and conditions you may purport to apply. If you are viewing these T&Cs online, you should print a copy for future reference.

Customer Status

By placing an order with us, the customer or client warrants that they are legally capable of entering into binding contracts. Individuals placing the order must be at least 18-years old and be authorised to place orders on behalf of their company or institution.

Limited Warranty

In the event that any product or service does not meet the performance standards stated in the product or service specification, if any, or Cellesce fails to perform the service resulting from circumstances beyond its reasonable control, Cellesce will, at its sole discretion, refund the customer the original price paid to Cellesce or provide a credit note that must be used within 6 months. The Customer shall not claim any direct, indirect, or consequential loss or damage arising out of, or in connection with, Cellesce's failure to provide the products or perform a service. Similarly, Cellesce shall have no liability for any direct, indirect, consequential or incidental damages arising out of the use of any product.

Ethical Considerations

Cellesce conducts its activities in compliance with the applicable statutes, regulations and guidelines in the UK, including those that govern the prior, free and informed consent of original donors of human tissue and any related anonymised data.

Cellesce's Liability

Cellesce's liabilities whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the price paid for the product or service. Cellesce is not responsible for indirect losses which happen as a side effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Cellesce will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by events outside its reasonable control (*Force Majeure* Event). A *Force Majeure* Event includes any act, event, non-happening, omission or accident beyond its reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.

Entire Agreement

These T&Cs and any document expressly referred to in them represent the entire agreement between Cellesce and its customers in relation to the subject matter of any contract and supersedes any prior agreement, understanding or arrangement between them, whether oral or in writing.

Cellesce's Right to Vary These Terms and Conditions

Cellesce has the right to revise and amend these T&Cs from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in its system's capabilities. Customers will be subject to the policies and terms and conditions in force at the time that they order products or commission services from Cellesce.

Law and Jurisdiction

These T&Cs are subject to the law of England and Wales. All disputes arising out of these T&Cs shall be subject to the exclusive jurisdiction of the courts of England and Wales. These terms and conditions may be updated from time to time. These T&Cs were last updated on 25th January 2018.