

**LAWRENCE LABORATORIES Tel:  
353-61-717500 Fax: 353-61-471396**

## **TERMS AND CONDITIONS OF PURCHASE**

**By accepting a Lawrence Laboratories Purchase Order the vendor agrees that the purchase is subject to all current terms and conditions as set forth below which shall be incorporated as part of the purchase order and the vendor acknowledges that it has accessed and is familiar with all such terms and conditions and by proceeding to supply goods, materials, equipment and / or services under the purchase order is agreeing to be bound by same.**

These Terms and Conditions shall be applicable to all current and subsequent purchase orders issued to you from Lawrence Laboratories (and/or any of its subsidiaries otherwise identified to you in relation to any relevant order) ("Lawrence Laboratories"). Your further supply of any goods, materials, equipment or services to Lawrence Laboratories subsequent to your receipt of the Terms and Conditions shall constitute acceptance thereof by you, and same shall apply for all current and future supplies by you to Lawrence Laboratories until such time as you receive any revised terms or other notice of revocation of these terms. Additional or different terms, conditions, or instructions applicable to a particular order may be agreed to in writing and specified in the body of a purchase order, or in an exhibit thereto, and, in the event of a conflict, shall take precedence over these Terms and Conditions.

**1. Definitions** The following words and or expressions shall for the purposes of these Terms and Conditions have the meanings ascribed to them below:

- (a) **"Lawrence Laboratories"** means Lawrence Laboratories and/or any subsidiary of Lawrence Laboratories otherwise identified in the Purchase Order;
- (b) **"Purchase Order"** means any order by Lawrence Laboratories for the supply of goods, material, equipment or services by the Vendor the parties' agreement in respect of which shall be constituted by:
  - (i) these Terms and Conditions;
  - (ii) the document(s) issued by Lawrence Laboratories to particularise and/or confirm the order;
  - (iii) any scope of services or work, specification, drawing or other item referenced by or attached to any document at (ii) (including without limitation the Specification);
- (c) **"Specification"** means the document issued to the Vendor by Lawrence Laboratories (if any) which identifies or specifies the quantities, type, performance criteria, standards or other quantitative or qualitative requirement of the goods, materials, equipment or services to be supplied pursuant to a Purchase Order;
- (d) **"Vendor"** shall mean the vendor of the goods, materials, equipment or services identified in the Purchase Order.

**2. Acceptance** Notwithstanding any other statement, notice, form or other document issued to Lawrence Laboratories by the Vendor pursuant to any request for supply of goods, materials or equipment by Lawrence Laboratories, acceptance by Vendor of each and all of the terms and conditions comprised in any Purchase Order issued pursuant to these Terms and Conditions shall be constituted by:

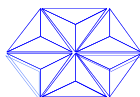
- (a) written acknowledgement of the Purchase Order; or
- (b) the shipment or delivery of any goods, materials, equipment pursuant to the Purchaser Order, or
- (c) the commencement of any services to be provided pursuant to the Purchase Order.

If any of the terms and conditions contained in a Purchase Order are not acceptable, THE VENDOR MUST ADVISE LAWRENCE LABORATORIES IN WRITING upon receipt of an order and shall withhold shipment of the goods or provision of services until the matter is resolved. Any term or condition proposed by the Vendor whether before or after Vendor's receipt of this order and whether purporting to form part of or to be communicated to Lawrence Laboratories shall be null and void, and of no effect for any purpose whatsoever unless the same shall have been agreed to by Lawrence Laboratories and expressed in writing and signed by the duly authorised representatives of both parties hereto.

**3. Entire Agreement** The Purchase Order shall constitute the entire agreement between the Vendor and Lawrence Laboratories in respect of the supply of the goods, material, equipment or services identified therein and shall supersede any previous negotiations, commitments and writings in respect thereof. Any purported alteration, modification, amendment or addition to any of a Purchase Order's terms or conditions shall be void and of no effect unless the same shall have been expressed in writing and signed by the duly authorised representatives of both parties. There may be no substitutes, or variations, or partial shipments in respect of a Purchase Order without prior written approval from an authorised representative of Lawrence Laboratories.

### **An Operating Division of Swords Laboratories**

Directors: Eugen Waser (Swiss), Sophia Park (American), Marco Fossati (Swiss), Katherine Kelly (American), Gisele Vlietstra (Swiss)



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**4. Electronic Commerce:** For the purposes of these Terms and Conditions the parties may issue orders, invoices, payment advices and other documentation related to any supply pursuant to these Terms and Conditions in electronic or other forms. The parties consent to the issue of all such documents in electronic form.

**5. Vendor's Obligations and Warranties** Vendor shall ensure and warrants that

(a) the goods, materials, equipment or services to be supplied pursuant to any Purchase Order shall be supplied in accordance with:

- (i) the terms of the Purchase Order (including without limitation any Specification included therewith) and all relevant Irish standards and codes (or where no such standards exist in accordance with relevant United Kingdom standards), and applicable industry practice;
- (ii) any reasonable instructions from Lawrence Laboratories (and the Vendor shall comply with all such instructions);
- (iii) any goods, materials or equipment supplied shall be new, fit for their respective purposes or use and shall be free from all defects in design and workmanship; and

(b) any services shall be performed with all due skill, care, diligence and expedition, and for such duration as is specified in the Purchase Order or until the services are complete in accordance with the Purchase Order or as otherwise agreed between the Vendor and Lawrence Laboratories in writing. Lawrence Laboratories shall be entitled to rely on the above warranties of the Vendor (and any other warranties made in respect of a Purchase Order whether made expressly or by implication) notwithstanding that Lawrence Laboratories has inspected, tested, accepted or paid for the goods, materials, equipment or services.

**6. Protection and Packaging** Any goods, material or equipment to be supplied pursuant to a Purchase Order shall be carefully packed and protected or bundled according to their nature, in a manner appropriate for safe and secure transit and in accordance with any special instructions contained in the Purchase Order. The cost of packing is deemed to be included in the price agreed under the Purchase Order. All packing cases and drums are non-returnable unless otherwise specified in the Purchase Order. Where any particular storage conditions are required for the preservation of any goods, materials or equipment after their delivery to Lawrence Laboratories, the Vendor shall so inform Lawrence Laboratories by notice in writing and such notice shall be issued in sufficient time prior to delivery to allow Lawrence Laboratories to carry out all work necessary to accommodate special storage requirements. Lawrence Laboratories shall not be liable to the Vendor, and the Vendor indemnifies Lawrence Laboratories, in respect of any costs, loss or damages arising from or in connection with any breach by the Vendor of this provision.

**7. Markings required for shipment of Goods/Materials** The Vendor shall ensure that each container used to ship any goods/materials to be supplied pursuant to any Purchase Order must be plainly identified by:

**Name of Manufacturer/Vendor**

**Lawrence Laboratories' Purchase Order number**

**Lawrence Laboratories' Product Title**

**Lawrence Laboratories' Item Code,**

**Net Weight Gross Weight, and/or Tare Weight where applicable**

**Parcel Number of Total Parcels Shipped**

**Vendor's Control Number,**

**Manufacturing Location,**

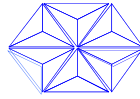
**Lot or Batch Number**

Where required, labels shall include appropriate hazard warning labels, Risk and Safety Phrases and a 24hr emergency contact number. A Material Safety Data Sheet (MSDS) shall be sent to the Purchasing Department and Environmental Health and Safety Department. A packing slip itemising contents should be placed on the outside of each shipment in a protective envelope. A copy of the Purchase Order shall be included with the Vendor's packing slip.

**8. Time for Supply** The supply of goods, materials, equipment or services to be provided under any Purchase Order shall be completed within the time or times, stated in the Purchase Order. Lawrence Laboratories shall not be considered to have given any waiver or indulgence with respect to the Vendor's obligations under this clause unless

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the same shall have been given in writing. The Vendor shall be liable for any delays in delivery of the equipment, or any part thereof by the delivery dates stated in the Schedule of Milestones. The Vendor shall pay liquidated damages calculated at the rate of one per cent (1%) per week of the Price of the Equipment so delayed for each week or part of a week which may elapse between the date(s) of delivery specified in the Purchase Order and the actual delivery of the same, up to a maximum of five per cent (5%) of the contract value of the Purchase Order so delayed. PROVIDED ALWAYS that the Vendor shall be entitled to a reasonable extension of time(s) for delivery by reason of any act of prevention by Lawrence Laboratories in respect of the Purchase Order.

**9. Compliance with Law** Vendor guarantees and shall ensure that the goods, materials, equipment or services to be provided hereunder shall be provided in compliance with all relevant laws in relation thereto (including all acts, legislation, statutory instruments, regulations, orders, local authority regulations and legal requirements and all other directions, judgments, decisions or orders made by any court or other body with lawful jurisdiction in respect of the goods, materials, equipment or services).

**10. Variations** Lawrence Laboratories may at any time direct a variation (including by omission of the whole or any part of the proposed supply under a Purchase Order) to the goods, materials equipment or services to be provided pursuant to the Purchase Order. No variation shall vitiate the Purchase Order. The Vendor shall not otherwise vary any supply specified under a Purchase Order. The Vendor will not make any changes that may impact the service provided to Lawrence Laboratories without first notifying Lawrence Laboratories and obtaining Lawrence Laboratories prior written approval. The parties shall agree a price in respect of any variation directed, or in the absence of such agreement, the price to be paid to the Vendor pursuant to the Purchase Order shall be varied so as to reflect reasonable rates and prices for the varied supply of goods, materials equipment or services. Where the Vendor considers that any instruction, request or communication from Lawrence Laboratories may give rise to a variation or increase the price under a Purchase Order it must within 14 (fourteen) days of receipt of such instruction, request or communication, give written notice to Lawrence Laboratories of such circumstance arising and the full cost implications of it. The giving of such notice shall be a condition precedent to any right of the Vendor to recover any additional cost, loss or expense thereby arising. The Vendor shall not be entitled to any payment for loss of profit or similar by reason of any variation by omission directed by Lawrence Laboratories.

#### **11. Defective goods**

(a) All supplies of goods, materials or equipment pursuant to any Purchase Order are subject to inspection and rejection notwithstanding prior payment. Rejected material will be returned at Vendor's expense for transportation both ways including all related labour and packaging costs. No goods returned as defective shall be replaced without the written permission of an authorised agent of Lawrence Laboratories. Rejected goods shall be at the Vendor's risk as soon as rejection is notified to Vendor notwithstanding same are in Lawrence Laboratories' possession.

(b) Without limiting any rights Lawrence Laboratories may have at law in respect of a supply, the Vendor guarantees all supplies of goods, materials or equipment pursuant to any Purchase Order against any defects which arise due to faulty materials, workmanship or design (except materials or design furnished by Lawrence Laboratories). The Vendor's guarantee shall expire twelve (12) months from the date of completion of delivery of the whole of the supply ("the Defects Liability Period").

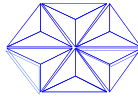
(c) If during the Defects Liability Period any goods, materials or equipment are found to be defective then, without prejudice to Lawrence Laboratories' right to reject the goods, materials or equipment however slight the defect may be, they shall promptly be replaced or rectified by the Vendor at its own cost (including the cost of dismantling and reinstallation) and if removed from the site of delivery for such purpose, shall be removed from and re-delivered to the site by the Vendor and re-installed at the Vendor's cost.

(d) Upon request by Lawrence Laboratories, the Vendor will investigate all complaints related within a reasonable time from request but in no event in longer than 30 Days unless a longer timeline is agreed to in writing by Lawrence Laboratories. If requested by Lawrence Laboratories, the Vendor will provide Lawrence Laboratories with confirmation of closeout for individual complaints, and summaries of complaints received, findings and corrective actions.

**12. Defective Services** Without limiting any rights Lawrence Laboratories may have at law in respect of a supply, where within the period of twelve (12) months from the date of completion of any services supplied pursuant to a Purchase Order, where Lawrence Laboratories is of the reasonable opinion that any services the subject of a Purchase Order have been performed otherwise than in accordance with the Purchase Order, it may at its election direct the re-performance of the defective services at the Vendor's cost, or deduct from any payments otherwise due to the Vendor the

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value of the defective services. Upon request by Lawrence Laboratories, the Vendor will investigate all complaints related within a reasonable time from request but in no event in longer than 30 Days unless a longer timeline is agreed to in writing by Lawrence Laboratories. If requested by Lawrence Laboratories, the Vendor will provide Lawrence Laboratories with confirmation of closeout for individual complaints, and summaries of complaints received, findings and corrective actions.

**13. Lawrence Laboratories Rights in Respect of Defects** If the Vendor fails to promptly make good any defect or breach of a Purchase Order for which it is responsible and which has been identified to it in writing by Lawrence Laboratories, then, without prejudice to any other remedies available to it and without relieving the Vendor of any of its obligations under the Purchase Order, Lawrence Laboratories may after giving four (4) days written notice of its intention to the Vendor, proceed to do the work itself or to employ another to do it. The cost thereof shall be reimbursed by the Vendor and shall be recoverable from the Vendor by Lawrence Laboratories as a debt due. Lawrence Laboratories shall not be obliged to accept from the Vendor any goods, materials, equipment or services supplied by the Vendor after the date of any notice to replace such defective goods, materials, equipment or services.

#### **14. Vendor's Staff**

(a) The Vendor shall ensure that all staff engaged to carry out any work associated with the provision of the goods, materials, equipment or services to be provided hereunder shall be appropriately qualified, experienced and appropriately supervised.

(b) Where the Vendor's staff are required to enter on to any site controlled by Lawrence Laboratories pursuant to a Purchase Order, the Vendor shall ensure such staff comply with any rules or requirements established by Lawrence Laboratories in respect of safety or otherwise for the site (including without limitation the Lawrence Laboratories site security rules, details of which are available on request).

- (i) The Vendor shall ensure that vendor's personnel receive all EHS and GMP training as agreed with Lawrence Laboratories and that records of this training are available on site for audit at all times. With the exception of genuine emergencies, vendor's personnel without induction training will not be allowed on site. It is the responsibility of the Vendor to ensure that they present themselves for training at the scheduled times only.
- (ii) The Vendor will be bound by all site rules and will be informed of these during the site induction before the commencement of the 1st contract visit. The Vendor will take due cognisance of the security procedures for the site. Depending on the work activity, method statements, risk assessments, MSDS sheets, evidence of Safe Pass Training, Certification Skills or other documentation may be required to be provided by the Vendor and approved by the client, before presenting to work. For certain types of work the Vendor may also need to provide additional approved personnel to comply with site procedures - e.g. Permitting, Fire Watching.
- (iii) The Vendor shall confine its materials, consumables, plant and equipment to locations relative to its work areas. The Vendor shall continuously clear away rubbish generated in connection with the Services as it accumulates, and maintain and leave work areas in a clean, safe and tidy condition. Where contaminated or hazardous waste is a side product of the maintenance/work/service activity, the Vendor will be responsible for the correct management on-site of this waste. Any contaminated or hazardous waste is to be disposed of in accordance with national law and Lawrence Laboratories EHS procedures.

(c) The Vendor shall remove or exclude any of its staff from the site at Lawrence Laboratories' reasonable direction and procure replacement staff at its own cost.

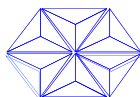
(d) Vendor acknowledges and agrees that in performing services, Vendor will be acting solely as an independent contractor, and neither Vendor nor any of its employees, associated consultants, subcontractors or employees of said consultants or subcontractors shall be deemed to be employees of Lawrence Laboratories for any purpose.

(e) Vendor shall:

- (i) pay all of its staff promptly;
- (ii) assume full liability for the payment and/or collection of all present and future national health or unemployment insurance and/or any other payroll and employment taxes imposed by law or legislation arising from the employment of the staff engaged in respect of the supply;
- (iii) comply and meet any other statutory obligation or other requirement imposed by law or legislation arising by reason of the Vendor's position as employer of its staff (except insofar as this agreement expressly provides that Lawrence Laboratories is to be liable in respect of any such obligations or requirements). The Vendor shall indemnify Lawrence Laboratories in respect of any claims, losses, costs, damage or other liability incurred by Lawrence Laboratories by reason of a breach of this clause by the

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Vendor.

#### **15. Payment and Price**

(a) Subject to any term of a Purchase Order and the issue by the Vendor of appropriate invoice(s), Lawrence Laboratories shall pay the Vendor the price stated in the Purchase Order in accordance with any payment terms also therein stated. If no price is so stated, the goods, materials, equipment or services shall be billed at the price last quoted (or billed) by Vendor to Lawrence Laboratories for the same or similar goods, materials, equipment or services or at the prevailing market price whichever is lower and shall include all costs, charges and expenses incurred until goods, materials or equipment are in the possession of Lawrence Laboratories.

(b) All Vendor invoices must show the corresponding Lawrence Laboratories' Purchase Order number, each Purchase Order line number and shall include such supporting documentation as Lawrence Laboratories reasonably requires. Invoices issued in breach of this clause will be returned for correction. In case of doubt concerning quality or where rejections occur, Lawrence Laboratories will defer payment. Unless specified to the contrary in any Purchase Order, all invoices should be sent to:

**Lawrence Laboratories  
Accounts Payable Dept.  
Plaza 254  
Blanchardstown,  
Corporate Pk 2  
Ballycoolin, D15 T867  
Ireland**

(c) Following delivery of goods, materials, equipment or services, all payments due to the Vendor shall be made by Lawrence Laboratories within 90 days of the presentation by the Vendor of the appropriate invoice(s), unless agreed otherwise.

(d) Lawrence Laboratories may set off against any amount payable to the Vendor pursuant to a Purchase Order, any amount otherwise due to Lawrence Laboratories from the Vendor.

**16. Title to Goods** Title to all goods, materials or equipment to be supplied pursuant to a Purchase Order whether completed and ready for delivery to Lawrence Laboratories or merely intended for incorporation into other goods, materials or equipment the subject of the Purchase Order or to be supplied as part of the services to be provided pursuant to the Purchase Order, shall pass to Lawrence Laboratories at the earliest to occur of the following:

(a) on payment by Lawrence Laboratories of any instalment of the price stated in the Purchase Order (in respect of any goods, materials or equipment) where the goods, materials or equipment are at that time already in the Vendor's premises, or

(b) after payment by Lawrence Laboratories of any instalment of such price, as soon as the goods, materials or equipment arrive in the Vendor's premises; or

(c) when Lawrence Laboratories receives possession of same whether or not payment thereof has been made or is due. When under the foregoing provisions of this clause property passes to Lawrence Laboratories and where goods remain in possession or control of the Vendor they shall be held by the Vendor on trust for Lawrence Laboratories. The Vendor shall, where practicable, affix thereto a label or other legible marks stating that such goods, materials or equipment, as the case may be, are the property of Lawrence Laboratories. Lawrence Laboratories and/or its agents shall be entitled at all reasonable times to carry out inspections at the Vendor's and its sub-contractors' premises to ensure that the provisions of this clause have been observed and if not observed to affix a label or mark as aforesaid and the cost thereof shall be reimbursed by the Vendor.

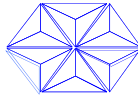
**17. Risk** Vendor shall remain responsible for all goods, materials or equipment ordered until Lawrence Laboratories receives possession of same (regardless that title may have passed at an earlier time). The Vendor shall, at its own cost, insure all goods, materials and equipment to be supplied pursuant to a Purchase Order for their full replacement value while they are at its risk and shall provide Lawrence Laboratories with a copy of the relevant insurance policy on request.

#### **18. Indemnity**

(a) Vendor hereby agrees to indemnify and hold harmless Lawrence Laboratories from all losses, liability, damage, expenses and/or claims whether in respect of any death, personal injury or property or other damage which may be

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sustained by or claimed against Lawrence Laboratories:

- (i) arising out of the use of defective materials, goods or equipment, or, as a result of negligently provided services supplied under a Purchase Order or otherwise arising out of or in connection with any breach by the Vendor of its obligations under the Purchase Order; or
- (ii) arising from injury to Vendor employees while in the course of fulfilling any Purchase Order for Lawrence Laboratories; or
- (iii) arising from the Vendor's use of automobiles, trucks, heavy equipment, or other vehicles in the course of fulfilling any Purchase Order;
- (iv) arising out of any claim or cause of action in respect of injury or sickness or disease or death of any person or loss of or damage to any tangible property (whether real or personal) of Lawrence Laboratories or of any third party to whom Lawrence Laboratories may be liable, arising out of or in connection with the performance by the Vendor (including its employees agents and sub-contractors) of its obligations under any Purchase Order, or by reason of any act, omission, negligence or breach of statutory duty by the Vendor (including its employees, agents or subcontractors), and shall at its own cost defend Lawrence Laboratories (following notice by Lawrence Laboratories that it requires the Vendor so to do and confirmation that it will make available all the relevant information to allow the Vendor to defend) in any proceedings involving the same;
- (v) arising out of any claim or cause of action for alleged patent, design or copyright infringement asserted against Lawrence Laboratories out of the performance of a Purchase Order by the Vendor (or by its employees, agents or subcontractors) including the use of tools, implements or methods employed by the Vendor;
- (vi) any other act or omission of the Vendor pursuant to a Purchase Order, And the Vendor shall, at the request of Lawrence Laboratories, take over the defense of any claim covered by this indemnity. The limitation period under these Terms and Conditions shall be twelve (12) years.

#### **19. Insurance**

(a) Vendor shall effect such insurances which are legally required and/or prudently required by the Vendor's undertaking of the provision of equipment and services to Lawrence Laboratories including but not limited to:

- (i) Products Liability insurance for an amount of not less than €5,000,000 per occurrence and in the annual aggregate, for the reasonable life of the equipment and in any event, for a period of not less than three years from the date of Acceptance of the equipment;
- (ii) where a Purchase Order requires provision of services, the Vendor shall effect Employer's Liability insurance with a limit of indemnity for any one claim or series of claims arising out of the one event of not less than €12,700,000 or Employer's Liability insurance and/or Workers Compensation insurance amount as required by the laws of the country having jurisdiction over the Vendor's employees. Such insurance cover shall include all employees of all Sub-Contractors of the Vendor engaged in the performance of the Vendor's obligations under this Purchase Order and shall contain an indemnity to principals Clause;
- (iii) Public Liability insurance with a combined bodily injury and property damage limit of not less than €5,000,000 million. Such insurance shall contain an indemnity to principals Clause and shall not include any warranties without the prior written approval of the Vendor and Lawrence Laboratories;
- (iv) (iv) Professional Indemnity insurance with a limit of indemnity for any one claim or series of claims arising out of the one event of not less than €2,500,000, where a Purchase Order requires provision of design, engineering, architect or construction services or other amounts as the parties may agree in writing;
- (v) (v) Motor insurance with a Third Party Property Damage limit of not less than €5,000,000.00; All insurances required must include Republic of Ireland within their respective Territorial and Jurisdictional limits.

(b) Such other policies which are legally required and/or prudently required by the Vendor's undertaking the type of equipment design and manufacture and the provision of the services associated with these Terms and Conditions.

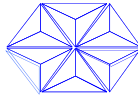
(c) The Vendor may be required to furnish Lawrence Laboratories with certificates of insurance. Certificates shall be furnished within fourteen (14) working days of such request. Failure to provide such certificates may be taken by Lawrence Laboratories to indicate that the Vendor has failed to meet its obligations to provide the insurance cover required under a Purchase Order. The Vendor shall also furnish Lawrence Laboratories within fourteen (14) working days of such request with updated certificates on the renewal anniversary of any policies required hereunder.

(d) The Vendor shall give immediate written notice to Lawrence Laboratories and all insured parties of which notice has been given by the Vendor in the event of cancellation or material change of the Vendor's insurance cover which may affect Lawrence Laboratories' or any insured party's interest.

(e) Failure by the Vendor to provide the certificates in accordance with Sub-Clause 19(c) and/or in the event that a policy is cancelled or has a material change as referenced in Sub-Clause 19(d), may be taken by Lawrence Laboratories to indicate that the Vendor has failed to meet its obligations to provide the insurance cover required under these

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Terms and Conditions. This shall entitle Lawrence Laboratories at its sole discretion to effect and maintain such insurance or such additional insurances as Lawrence Laboratories shall consider necessary to deduct the cost of any premium applicable thereto from any monies due or which may become due to the Vendor or recover the same as a debt due from the Vendor provided that the insurance cover arranged by the Vendor and in force shall have been inadequate in respect of its obligations under a Purchase Order. [printed version]

**20. Patents, etc.** Vendor shall ensure that

(a) any goods, equipment and materials sold hereunder and every element thereof, the method of manufacture thereof, and their use in the customary manner or in a manner suggested or recommended by Vendor or in a manner intended by Lawrence Laboratories which is known to Vendor do not; and

(b) in the provision of any services to be provided under a Purchase Order the Vendor will not infringe any Irish or other patent, trademark or copyright and the Vendor agrees to indemnify and save harmless Lawrence Laboratories and its employees against any damages, liability, cost or expenses resulting from any claim or proceeding alleging such infringement, provided Lawrence Laboratories gives Vendor notice thereof and permits Vendor, if it so elects, to enter and defend, settle or otherwise terminate such claim or proceeding.

**21. Intellectual Property:** Lawrence Laboratories acknowledges that except to the extent Lawrence Laboratories has provided any of its own design for a supply, any goods, materials, equipment or services provided by Vendor pursuant to a Purchase Order are proprietary to the Vendor. All rights to such goods, materials, equipment or services not granted to Lawrence Laboratories hereunder are expressly reserved to the Vendor. Without limiting the foregoing, the Vendor shall retain and reserve all intellectual property rights, title, and interest in the following:

(a) all ideas, concepts, know-how, methodologies or techniques which Vendor owned previously or independently of the supply of goods, materials, equipment or services herein, or which were conceived by Vendor during the supply of goods, materials, equipment or services herein; and

(b) any materials developed by or on behalf of Vendor previously or independently of the supply of goods, materials, equipment or services herein. Notwithstanding the foregoing, any and all reports, plans, information, data, drawings, computer software, renditions, mock-ups, prototypes or other works created by Vendor for Lawrence Laboratories in connection with the goods, materials, equipment or services provided hereunder shall be owned by Lawrence Laboratories and the Vendor grants Lawrence Laboratories an irrevocable royalty free license to use such material for any purpose connected with the relevant Purchase Order or any Lawrence Laboratories project associated therewith.

**22. Confidential Information**

(a) Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, research data, marketing and sales, information, customer lists, plans and all other know-how and trade secrets owned by Lawrence Laboratories or in Lawrence Laboratories' possession and disclosed to Vendor as a result of or for the purposes of any Purchase Order. Unless required by law or until such information has been published or disclosed to the general public, Vendor agrees not to use such information for itself or others or to disclose such information to others except for the purposes of the Purchase Order and then only with Lawrence Laboratories' prior written consent.

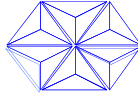
(b) Vendor shall procure that its employees, agents and sub-contractors and their employees comply with the confidentiality obligations contained in this clause. If required by Lawrence Laboratories, the Vendor shall ensure that each such employee, agent, sub-contractor and/or its employees shall prior to the commencement of any supply under a Purchase Order or at any time before its completion, sign a confidentiality agreement in a form provided by the Purchaser.

(c) Where the Vendor is required by law to disclose any confidential information, the Vendor shall notify Lawrence Laboratories of the legal requirement no later than five days prior to the date by which the disclosure must be made (or as soon as the Vendor becomes aware of the requirement where the date for disclosure is less than five days from receipt of notice of the requirement). In these circumstances the Vendor shall provide all reasonable assistance to Lawrence Laboratories in any proceedings or action Lawrence Laboratories sees fit to take to remove or stay the legal requirement to disclose.

**23. Non-disclosure:** Neither party shall disclose any information pertaining to any transaction between the parties pursuant to these Terms and Conditions and/or any Purchase Order nor may either party advertise or promote using the name or description of the other party (including, but not limited to, disclosing the existence of these Terms and Conditions or the existence of any Purchase Order) without the express written consent of the other party except as follows:

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- (a) to the extent provided in Clause 22
- (b) as required by law; and
- (c) the Vendor may include "Lawrence Laboratories" as a customer in general listings of its clients, except in press releases or other materials distributed to the media (but no Lawrence Laboratories logo may be used in any listings under any circumstance).

**24. Termination for fault Where:**

- (a) the Vendor fails to rectify a breach of any Purchase Order notified to it in writing by Lawrence Laboratories within 7 days of such notice; or
- (b) the Vendor commits an act of bankruptcy or being a company enters into liquidation whether compulsory or voluntary or if a receiver is appointed or if a petition to appoint an examiner is presented to the High Court in Ireland then the Purchase Order may be terminated forthwith by Lawrence Laboratories in which case Lawrence Laboratories shall pay to the Vendor any amounts due under the Purchase Order as at the date of termination (within 50 days of receipt of an appropriate invoice) but may deduct from such amounts any additional costs or loss it has incurred or is likely to incur to complete any outstanding supply of goods, materials or services under the Purchase Order by reason of the termination whether by itself or others.

**25. Interest** In no event shall amounts due by Lawrence Laboratories under any Purchase Order bear interest except as provided otherwise by law.

**26. Implied Terms** Nothing in these Terms and Conditions or any other term of a Purchase Order shall be construed as excluding any condition, warranty or term as to quality suitability or fitness of goods, materials, equipment or services supplied or rendered pursuant to the Purchase Order, implied into the terms of the Purchase Order under or by virtue of the Sales of Goods Act 1893-1980 or any other relevant statutory provision or at common law or otherwise howsoever.

**27. Jurisdiction** The validity and interpretation of the terms and conditions of any Purchase Order shall be determined by the laws of the Ireland.

**28. Waiver** The failure of Lawrence Laboratories to enforce any of these terms and conditions shall not be construed as a waiver of its rights hereunder of any of them. No waiver by Lawrence Laboratories of any breach of any of the terms or conditions of a Purchase Order shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. No waiver shall be validly made unless made in writing.

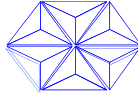
**29. Assignment and Sub-Contracting** Vendor shall not assign any Purchase Order or sub-contract the performance of a Purchase Order or any part thereof without the written permission of Lawrence Laboratories. Breach of this condition shall entitle Lawrence Laboratories to cancel the Purchase Order or at its election any part thereof. Sub-contracting shall not relieve the Vendor of its responsibility for the whole of any supply under a Purchase Order and for the timely execution thereof and the Vendor shall be responsible for the acts, defaults and neglects of its subcontractors as fully as if they were the acts, defaults and neglects of the Vendor.

**30. Disputes**

- (a) Where any dispute or difference of any kind whatsoever ("Dispute") arises out of or in connection with a Purchase Order the parties shall resolve the Dispute in accordance with this clause 30.
- (b) Where either party to the Purchase Order identifies matters giving rise to a Dispute then that party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the Dispute. Within seven (7) days after the service of the notice of the dispute, the parties shall confer at least once to attempt to resolve the Dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the Dispute. If the Dispute has not been resolved within 21 days of the service of the notice of dispute, or such other time as may be mutually agreed by the parties prior to the expiry of 21 days of the service of the notice of the dispute, then the Dispute shall be referred to arbitration in accordance with the provisions of sub-clause (c).

**An Operating Division of Swords Laboratories**

Directors: Eugen Waser (Swiss), Sophia Park (American), Marco Fossati (Swiss), Katherine Kelly (American), Gisele Vlietstra (Swiss)



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(c) The referral of a Dispute to arbitration may be initiated by either party with the service on the other of a notice ('arbitration notice') regarding the Dispute indicating that the party requires the Dispute to be referred to arbitration. On the issue of an arbitration notice under this sub-clause, the Dispute shall be and is hereby referred to the arbitration. Such arbitration is to be conducted: (i) before a single arbitrator to be appointed by agreement between the parties or failing agreement to be appointed on the application of either party by the chairman of the Chartered Institute of Arbitrators – Irish Branch; and (ii) in accordance with the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch

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