

The Customer's attention is drawn in particular to the provisions of clause 8.

**1. Interpretation**

**1.1 Definitions:**

**Business Day:** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** means the period from 9.00 am to 5.00 pm on any Business Day.

**Conditions:** means the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.

**Contract:** means the contract between OGI Bio and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** means the person or firm who purchases the Goods from OGI Bio as stated in the Order.

**Delivery Location:** has the meaning given in clause 4.2.

**Force Majeure Event:** means an event, circumstance or cause beyond a party's reasonable control.

**Goods:** means the goods (or any part of them), to be used by the Customer for culturing microbes, as set out in the Order.

**OGI Bio:** means OGI Bio Ltd, a company registered in Scotland with company number SC654285 and a registered office at Floor 3, 1-4 Atholl Crescent, Edinburgh EH3 8HA.

**Order:** means the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written acceptance of OGI Bio's written quotation, as the case may be.

**Software:** means any and all software developed by or on behalf of OGI Bio to implement the specified functionality in connection with the Goods, and includes Standard Operating Software (as defined in clause 10.1).

**Specification:** means any specification for the Goods and/or Software, including any related plans and drawings, that is set out in the applicable User Manual.

**User Manual:** means the user manual for the applicable Goods made available to the Customer in electronic / digital format on delivery of the Goods.

**Warranty Period:** has the meaning given in clause 5.1.

**1.2 Interpretation:**

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.

**2. Basis of contract**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when OGI Bio issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 Any samples, drawings, descriptive matter or advertising produced by OGI Bio and any descriptions or illustrations contained in OGI Bio's brochures, including on its website, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 A quotation for the Goods given by OGI Bio shall not constitute an offer. A quotation shall only be valid for a period of thirty (30) days from its date of issue.

**3. Goods**

- 3.1 The Goods are described in the applicable User Manual for the Goods, which shall form part of the Contract.
- 3.2 OGI Bio reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and OGI Bio shall notify the Customer in writing in any such event.
- 3.3 The Goods are not intended for use and should not be used in any patient facing medical or clinical setting nor in any military applications or for any purposes connected with the military whatsoever. The Customer shall indemnify OGI Bio from and against any and all claims, losses and expenses arising out of or in connection with such uses.

**4. Delivery**

- 4.1 Unless otherwise specified in the Quotation or Order Confirmation, the Goods shall be delivered DAP Incoterms® 2020. OGI Bio shall advise the Customer of an estimated delivery date in advance and if OGI Bio anticipates any delay with delivery it shall contact the Customer to arrange an alternative delivery date.
- 4.2 OGI Bio shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after OGI Bio notifies the Customer that the Goods are ready.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 OGI Bio shall ensure that:
  - (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and OGI Bio reference numbers, 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
  - (b) if OGI Bio requires the Customer to return any packaging materials to OGI Bio, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as OGI Bio shall reasonably request. Returns of packaging materials shall be at OGI Bio's expense.
- 4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. OGI Bio shall not be liable for any delay in delivery of the Goods including where caused by a Force Majeure Event or the Customer's failure to provide OGI Bio with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 OGI Bio shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide OGI Bio with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to accept delivery of the Goods within three (3) Business Days of OGI Bio notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or OGI Bio's failure to comply with its obligations under the Contract in respect of the Goods:
  - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which OGI Bio notified the Customer that the Goods were ready; and
  - (b) OGI Bio shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If ten (10) Business Days after the day on which OGI Bio notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, OGI Bio may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods.

- 4.9 OGI Bio may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**5. Quality**

- 5.1 OGI Bio warrants that on delivery, and for a period of twelve (12) months from the date of delivery (**Warranty Period**), the Goods shall:
  - (a) conform in all material respects with their description and any applicable Specification;
  - (b) be free from material defects in design, material and workmanship; and
  - (c) be fit for any purpose held out by OGI Bio.
- 5.2 Subject to clause 5.3, if:
  - (a) the Customer gives notice in writing to OGI Bio during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (b) OGI Bio is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by OGI Bio) returns such Goods to OGI Bio's place of business at OGI Bio's cost,OGI Bio shall, at its option, repair or replace the Goods found to be defective as a result of faulty materials or workmanship within the Warranty Period, or refund the price of such defective Goods in full.
- 5.3 OGI Bio shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
  - (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
  - (b) the defect arises because the Customer failed to follow OGI Bio's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of OGI Bio following any drawing, design or specification supplied by the Customer;
  - (d) the Customer alters or repairs such Goods without the written consent of OGI Bio;
  - (e) the Customer uses or has used the Goods, at any time, for a purpose other than the culturing of microbes or otherwise than in accordance with the User Manual;
  - (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 OGI Bio shall not in any circumstances be liable for any damage or defect to the Goods caused by improper use of the Goods or use outside its normal application.
- 5.5 Except as provided in this clause 5, OGI Bio shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by OGI Bio.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until OGI Bio receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as OGI Bio's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify OGI Bio immediately if it becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d); and
  - (e) give OGI Bio such information as OGI Bio may reasonably require from time to time relating to:
    - (i) the Goods; and
    - (ii) the ongoing financial position of the Customer.
- 7. Price and payment**
- 7.1 The price of the Goods shall be the price set out in the relevant quotation issued by OGI Bio to the Customer for the Goods. If OGI Bio refers to the provision of Software in the written acceptance of the Order then, unless otherwise specified in such written acceptance of the Order, the price of the Goods includes the licence fee for the Customer's right to use the Software.
- 7.2 OGI Bio may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - (a) any factor beyond OGI Bio's control (including foreign exchange fluctuations, increases in taxes and duties, transport and delivery costs, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give OGI Bio adequate or accurate information or instructions.
- 7.3 The price of the Goods excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to OGI Bio at the prevailing rate, subject to the receipt of a valid VAT invoice. All costs and charges of packaging, packing, delivery, shipping, carriage, insurance and transport of the Goods (**Ancillary Costs**) will be quoted for separately and will be payable by the Customer.
- 7.4 Unless otherwise agreed by OGI Bio, the Customer will be liable to pay OGI Bio 50% of the total price for the Goods (including all and any Ancillary Costs) at the point at the point of order and prior to shipment by OGI Bio, with the balance to be paid in accordance with clause 7.5.
- 7.5 The Customer shall pay the balance referred to in clause 7.4 in full and in cleared funds to a bank account nominated by OGI Bio within 30 days of invoice following delivery of the Goods to the Customer. time for payment shall be of the essence of the Contract. The Customer shall pay the price for the Goods in pounds sterling.
- 7.6 If the Customer fails to make a payment due to OGI Bio under the Contract by the due date, then, without limiting OGI Bio's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Limitation of liability**
- 8.1 Nothing in the Contract shall serve to exclude or limit OGI Bio's liability for:
  - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) any matter in respect of which it would be unlawful for OGI Bio to exclude or restrict liability.
- 8.2 Subject to clause 8.1, OGI Bio shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), or otherwise, for any loss of profit, loss of sales or business, loss of agreements

- or contracts, loss of use or corruption of software, data or information or for any indirect or consequential loss.
- 8.3 Subject to clause 8.1, OGI Bio's entire liability to the Customer in respect of all other losses arising under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, shall in no circumstances exceed the price paid by the Customer for the Goods.
- 8.4 Subject to clause 8.1, OGI Bio makes no warranties or representations of any kind, whether oral, written, express, implied or arising by statute, customer, course of dealing or trade usage with respect to the Goods or Software and to the fullest extent permissible by law, all implied terms, conditions, warranties and representations howsoever arising are excluded from the Contract including implied warranties or conditions of non-infringement of any patent or other proprietary rights of third parties.
- 8.5 This clause 8 shall survive termination of the Contract.
- 9. Termination**
- 9.1 Without limiting its other rights or remedies, OGI Bio may terminate this Contract with immediate effect by giving written notice to the Customer if:
- the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
  - the Customer 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), obtaining a moratorium, 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;
  - the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting its other rights or remedies, OGI Bio may suspend provision of the Goods under the Contract or any other contract between the Customer and OGI Bio if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or OGI Bio reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, OGI Bio may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to OGI Bio all of OGI Bio's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, OGI Bio shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 10. Intellectual Property Rights**
- 10.1 The provisions of clause 10.2 apply specifically to operating software or firmware embedded in or loaded on purchased Goods as standard (**Standard Operating Software**) and the provisions of clause 10.3 shall apply to all other Software offered in connection with the Goods, except where OGI Bio informs the Customer that separate licence terms shall apply to the use of that Software.
- 10.2 In respect of Standard Operating Software, the following provisions apply:
- OGI Bio hereby grants to the Customer a non-exclusive, licence to use the Standard Operating Software in object form solely for the purpose of using and operating the purchased Goods;
  - OGI Bio makes no representation or warranty, express or implied that the operation of the Standard Operating Software will be uninterrupted or error free or that the functions contained in Standard Operating Software will meet or satisfy use outside the agreed Specification;
  - the Customer's use of the Standard Operating Software shall be subject to the terms of any third party licence agreements or notices that are provided to Customer by OGI Bio and to the rights of any other third-party owners or providers of software or firmware included in the Standard Operating Software, and Customer shall comply with the terms of such third-party licence agreements;
  - The Standard Operating Software will enable OGI Bio to collect information and data about the performance of the Goods and the Customer hereby grants to OGI Bio a fully paid up, non-exclusive, royalty-free, worldwide, irrevocable, perpetual, transferable licence, with rights to sub-licence, to use and disclose such information and data generated as a result of the Customer's use of, and access to, the Goods and the Standard Operating Software for the purpose of enabling OGI Bio to test, modify, analyse, maintain, develop and otherwise enhance and improve the Goods and Standard Operating Software.
- 10.3 From time to time, OGI Bio may make available additional Software (in addition to the Standard Operating Software) on a pre-release or beta version free of charge basis to the Customer. If the Customer opts to use this Software, any use shall be subject to the Customer's agreement to following licence conditions:
- OGI Bio grants to the Customer a non-exclusive, non-transferable licence to use the Software (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer);
  - OGI Bio makes no representation or warranty, express or implied that the operation of the Software or firmware will be uninterrupted or error free or that the functions contained in the Software or firmware will meet or satisfy use outside the agreed Specification;
  - the Customer's use of the Software shall be subject to the terms of any third party licence agreements or notices that are provided to Customer by OGI Bio and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party licence agreements;
  - OGI Bio will collect information and data about the Customer's use of the Software and performance of the Goods and the Customer hereby grants to OGI Bio a fully paid up, non-exclusive, royalty-free, worldwide, revocable, transferable licence, with rights to sub-licence, to use and disclose such information and data generated as a result of the Customer's use of, and access to, the Goods and the Software for the purpose of (i) enabling OGI Bio to test, modify, analyse, maintain, develop and otherwise enhance and improve the Goods and Software; (ii) to assist OGI Bio in being capable of providing increasingly relevant analysis tools for its customers; and (iii) to provide OGI Bio with insight into the trends on the application of the Goods by customers. The Customer warrants that OGI Bio's use of such information and data will not infringe the intellectual property rights nor violate any rights of privacy or confidentiality of any third party. Nothing in this clause 10.3(d) shall dispense with OGI Bio's obligation of confidentiality under clause 13.2; and
  - if the Customer opts to upgrade their access to Software from a pre-release/ beta version to receive additional features or full release, the Customer acknowledges and agrees that this will be subject to a licence fee and will be subject to separate licence terms. For the avoidance of doubt,
- the features included within (i) the free of charge pre-release/ beta version of Software; and (ii) upgraded versions shall be decided at OGI Bio's sole discretion and may be amended from time to time.
- 10.4 The Customer acknowledges that all intellectual property rights which may exist from time to time in relation to the Goods and Software throughout the world, and all other works created or commissioned by OGI Bio, are owned by OGI Bio and/or by third party licensors to OGI Bio and the Customer shall have no right to use or access such rights other than as set out herein.
- 10.5 The Customer shall not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides. All attempts by the Customer, or any other person, to use, copy, adapt, vary, translate, reproduce, reverse engineer or transmit all or any part of the Goods or Software or any other work created or commissioned by OGI Bio without OGI Bio's prior written consent are prohibited to the fullest extent permitted by law.
- 11. Force majeure**
- Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving thirty (30) days written notice to the affected party.
- 12. Export Terms**
- 12.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any contrary terms agreed in writing between the Customer and OGI Bio) override any other provision of these Conditions.
- 12.2 The Customer shall be responsible for complying with any legislation governing:
- the importation of the Goods into the country of destination; and
  - the export and re-export of the Goods,
- and shall be responsible for the payment of any duties on it.
- 12.3 Unless otherwise agreed in writing between the Customer and OGI Bio, the Goods shall be delivered free on board the air or sea port of shipment and OGI Bio shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 12.4 OGI Bio shall be responsible for arranging for the testing and inspection of the Goods at OGI Bio's premises before shipment.
- 12.5 The Customer shall pay the price for the Equipment in pounds sterling.
- 13. General**
- 13.1 Assignment and other dealings.**
- OGI Bio may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
  - The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of OGI Bio (not to be unreasonably withheld or delayed).
- 13.2 Confidentiality.**
- Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, products, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2(b).
  - Each party may disclose the other party's confidential information:
    - to its employees, officers, representatives, students, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, students, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with the obligations in this clause 13.2; and
    - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.  - Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13.3 Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.4 Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.7 Notices.**
- Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
    - delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
    - sent by email to the address provided by the other party either in the Order or in OGI Bio's quotation as applicable.
  - Any notice shall be deemed to have been received:
    - if delivered by hand, at the time the notice is left at the proper address;
    - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
    - if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
  - This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.8 Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 13.9 Data protection.** OGI Bio will process and use personal data from Customer to provide access to the Software and to manage the continuing relationship with the Customer to use the Software.
- 13.10 Governing law and Jurisdiction.** 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 England and Wales. Each party irrevocably agrees that the courts of England and Wales 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.