

Terms & Conditions

(effective 9 February, 2022)

Please read these terms carefully if you wish to purchase our Products and Services. Your attention is particularly drawn to the provisions of clause 18 (Limitation of liability).

1. About us

4basebio provides services and products to businesses within the UK and internationally. 4basebio sells enzymes to be used for diagnostic purposes and genomics kits for R&D purposes ("Products"). 4basebio further offers a wide range of services including manufacture of synthetic DNA and RNA payloads, design and assembly of payloads in nanoparticles, in vitro and in vivo validation of payloads and delivery efficiency and support with CMC and regulatory requirements ("Services"). 4basebio also makes its clean rooms available for manufacturing ("Facilities").

1.1 **Company details.** 4basebio UK Ltd (company number 12298663) (**4basebio** and **we** and **us**) is a company registered in England and Wales and our registered office and main trading address is at 25 Norman Way, Over, Cambridgeshire, CB24 5QE. Our VAT number is 340576114. We operate the websites www.4basebio.com (the **Website** or **site**).

1.2 **Contacting us.** To contact us, telephone our customer service team at +44 1223 967 943 or email info@4basebio.com for information, or orders@4basebio.com for orders. Details of how to give us formal notice of any matter under the Terms is set out in clause 23.

2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Products and/or Services and/or Facilities (as applicable) by us to you and are the basis on which you and we enter into a contract for Products and/or Services and/or Facilities (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. Placing an order and its acceptance

3.1 **Placing your order.** Please contact us by phone or email to place an order. Each order is an offer by you to buy the Products and/or the Services and/or hire the Facilities specified in the order (**Products** and/or **Services** and/or Facilities) subject to these Terms.

- 3.1 Ordering direct through 4basebio is available for the majority of countries worldwide. Contact our team at info@4basebio.com to discuss this further.
- 3.2 You must comply with all applicable laws and regulations of the country for which the Products or Services are destined. We will not be liable or responsible if you break any such law.
- 3.3 **Information required to place an order:**
- 3.4 To be able to process your order we require the following information:
- (a) If being sent by email, confirmation that your email is intended to be an order rather than simply a sales enquiry;
 - (b) Quantities and product code(s);
 - (c) Contact person;
 - (d) Billing address and shipping address;
 - (e) Telephone number;
 - (f) Email address;
 - (g) Quote Reference* (where appropriate);
 - (h) Purchase Order number (if applicable);
 - (i) VAT (value added tax) number (if applicable); and
 - (j) TIN (tax identification number) number (if applicable).

* you must provide our Quote reference for custom work and discounted orders.

If your organisation uses Purchase Order numbers please, include the relevant Purchase Order number within your order.

- 3.5 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Products and/or Services and/or Facilities confirmed in the Order Confirmation. For the purpose of this clause 3.5, signed legal agreements for the supply of Services or Facilities, including Material Transfer Agreements or Evaluation Agreements, constitute an Order Confirmation.
- 3.6 **If we cannot accept your order.** If we are unable to supply you with the Products and/or Services and/or Facilities for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Products and/or Services and/or Facilities, we will refund you the full amount including any delivery costs charged as soon as possible.

4. Our Products

- 4.1 The images of the Products on our site are for illustrative purposes only. The packaging of your Products may vary from that shown on images on our site.
- 4.2 **Changes to specification.** We reserve the right to amend the specification of the Products if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Products.

5. Our Services

- 5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 **Compliance with specification.** Where standard list Services are to be supplied and subject to our right to amend the specification (see clause 5.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects. In all other instances, the specification of the Services will be determined by the Quote provided to you and which you accept by placing an order with 4basebio.
- 5.3 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.
- 5.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 5.5 **Time for performance.** We will use reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. Our Facilities

- 6.1 **Hire.** Clean rooms will be made available for hire for a period and at a price specified separately in a Quote provided to you and which you accept by placing an order with 4basebio.
- 6.2 **Compliance with specification.** The specification of the Facilities will be determined by the Quote provided to you and which you accept by placing an order with 4basebio.

7. Your obligations

- 7.1 It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
 - (b) you cooperate with us in all matters relating to the Products and/or Services;

- (c) you provide us with such information and materials we may reasonably require in order to supply the Products and/or Services, and ensure that such information is complete and accurate in all material respects; and
- (d) you obtain and maintain all necessary licences, permissions and consents which may be required for us to provide you with the Products or Services before the date on which the Services are to start.

7.2 If our ability to deliver the Products or deliver or perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (**Your Default**):

- (a) we will be entitled to suspend performance or delivery of the Services and/or delivery of the Products until you remedy Your Default, and to rely on Your Default to relieve us from the performance or delivery of the Services and/or delivery of the Products, in each case to the extent Your Default prevents or delays performance or delivery of the Services and/or delivery of the Products. In certain circumstances Your Default may entitle us to terminate the Contract under clause 20 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform or deliver the Services and/or deliver the Products; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

8. Cancelling your order and obtaining a refund

8.1 Subject to the further provisions of this clause 8.1, and the provisions of clauses 8.2 – 8.7 of this Contract, you may cancel the Contract for standard list Products or Services within seven days of Order Confirmation and where we have yet to dispatch the Products or Services; or for non-standard list Services if you notify us as set out in clause 8.2 within seven days of Order Confirmation and we have not yet commenced the Services. 4basebio will not accept cancellation and return of any Products or Services.

8.2 To cancel the Contract, please email us at info@4basebio.com or call our Customer Services team on +44 1223 967 943.. All telephone confirmations must be confirmed by an email to be effective. When you are emailing us, please include details of your order to help us to identify it

8.3 If you cancel the Contract in accordance with this clause 8, we will refund you in full for the price you paid for the Services and/or Products, by the method you used for payment.

8.4 In the event of cancellation other than as stated above the return and/or cancellation of orders is at our discretion and is subject to costs including but not limited to shipping, handling and packaging costs.

8.5 In the event of receiving an incorrect order, you must contact our customer services team and store any Products at the correct storage conditions. This will be indicated on the Product packaging. You must not return a Product to us prior to our instruction to do so.

8.6 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. Use and Use Restrictions for Products and Services

9.1 The Products and Services are sold for the purposes of your internal in vitro research, development or educational use only, not for in vivo, or any therapeutic or diagnostic use, nor for resale, nor for manufacturing or providing services nor any other commercial use of any kind, including without limitation, for any transfer in any form (including as part of a kit) to a third party.

9.2 You agree not to analyse or reverse engineer our Products or Services. Products or Services should only be used in accordance with any safety data sheets, guidance or protocols that we issue from time to time. Protective clothing should always be used when handling our Products or Services. Safety datasheets relating to all Products or Services are available upon request.

10. Delivery, transfer of risk and title

10.1 Unless otherwise agreed between the Parties in writing prior to commencement of the Contract, shipping is EXW for Products and CPT for Services (INCOTERMS 2020) unless otherwise noted in the Dispatch Confirmation. Where appropriate, we will include our charges in respect of delivery in our Order Confirmation or Quote.

10.2 Ownership (title) of the Products or Services will only pass to you when we receive full payment of all sums due in respect of the Products or Services, including delivery charges if applicable.

11. Charges

11.1 In consideration of us providing the Products and/or Services and/or Facilities hire you must pay our charges (**Charges**) in accordance with this clause 11.

11.2 The Charges for the Products are the prices quoted in the Order Confirmation, and the Charges for the Services are as set out in the Order Confirmation OR as specified in our Quote, and charges for Facilities hire are as set out in the Order Confirmation OR as specified in the Quote.

11.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

11.4 We use our best efforts to ensure that the prices stated for the Products and/or Services are correct at the time when the relevant information is provided to you. However, please

see clause 11.7 for what happens if we discover an error in the price of Products or the Services you ordered.

- 11.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 11.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Products and/or Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 11.7 It is always possible that, despite our best efforts, some of the Products and/or Services on our website may be incorrectly priced. Where the correct price for the Products and/or Services is less than the price stated on our website, we will charge the lower amount and if the correct price for the Products and/or Services is higher than the price stated on the website we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Products and/or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Products and/or Services and refund you any sums you have paid.

12. Product Defects

- 12.1 If you receive your Products or Services in a state you deem unacceptable, please notify us immediately at orders@4basebio.com, but no later than 5 days from delivery.
- 12.2 In the event of Products or Services not performing as expected, please contact our technical support team at info@4basebio.com within 30 days of receiving the product from us. You must notify our technical support team with details of your protocol to enable us to observe whether issues are Products/Services or protocol related. If we receive a timely claim of defective Product or Services as provided above and we establish the problem is due to a breach of our warranty below we will issue in our discretion a replacement or refund. If we find the problem is due to your protocol, we will work with you to establish the best solution to resolve the problem, or at our discretion, issue a refund or replacement.
- 12.3 We may require further information from you about the defective Products or Services. We will usually process the refund or replacement due to you as soon as possible and, in any case, within 30 days of receipt of a claim of defective Product or Services. We will only accept the return of defective Products or Services if previously authorised by us.

13. Our warranty for the Products and/or Services

- 13.1 Though the Products or Services may be used internationally, we do not warrant that the Products or Services comply with the laws, regulations or standards outside the UK.

13.2 We provide a warranty that at the time of dispatch, the Products or Services shall subject to clause 4, conform in all material respects with their description within the Specification. Your remedies for breach of this warranty or other Product or Services defect issues is limited to refund or replacement, subject to the Product or Services Defect terms in clause 12. NO OTHER WARRANTIES ARE MADE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.3 Subject to clause 13.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Products or Services do not comply with the warranty set out in clause 13.2;
- (b) we are given a reasonable opportunity of examining the Products or Services; and
- (c) we ask you to do so, you return the Products or Services to us at your cost,

we will, at our option replace the defective Products or Services or refund the price of the defective Products or Services in full.

13.4 We will not be liable for breach of the warranty set out in clause 13.2 if:

- (a) you make any further use of the Products or Services after giving notice to us under clause 13.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Products or Services without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Products or Services differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

13.5 We will only be liable to you for the Products' or Services' failure to comply with the warranty set out in clause 13.2 to the extent set out in this clause 13.

13.6 These Terms also apply to any repaired or replacement Products or Services supplied by us to you.

14. How to Pay

14.1 Payment for the Products is in advance. Unless credit terms have been agreed between the parties in writing, for Products, we will provide an invoice to you following the Order Confirmation, which is payable prior to delivery of the Products. For Services, we will provide an invoice to you following the Order Confirmation, 50% of which is payable prior to delivery of the Services and 50% upon delivery of the Services. For Facilities, we will provide an invoice to you following the Order Confirmation, which is payable immediately. Payment is by bank transfer.

14.2 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 20 (Termination), you will be required to 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 14.2 will accrue each day at 8% per year plus the Bank of England's base rate on the date that the payment was due, with interest being calculated and compounded on a daily basis.

14.3 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Complaints

If a problem arises or you are dissatisfied with the Products and/or the Services, we have a comprehensive complaints policy, which can be obtained from info@4basebio.com.

16. Intellectual property rights

16.1 We grant no other license or rights under any intellectual property in respect of Products or Services and in particular grant no license to use any Product or Services or intellectual property for any commercial purposes. Sales of Products or Services by us are expressly conditional upon the customer's agreement with these restrictions, which the customer gives upon placing an order for Products or Services. If you wish to use any Product or Services for any purpose other than your own internal research as described above, you will require an additional license from 4basebio.

16.2 All intellectual property rights in or arising out of or in connection with the Products or Services (other than intellectual property rights in any materials provided by you) will be owned by us.

16.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract solely for the purpose of providing the Services to you.

17. How we may use your personal information

17.1 We will use any personal information you provide to us to:

- (a) provide the Services and supply the Products and Provide the Facilities hire;
- (b) process your payment for the Products or Services or Facilities; and
- (c) inform you by email about similar Products or Services or hire of Facilities that we provide, but you may stop receiving emails at any time by contacting us.

17.2 We will process your personal information in accordance with our Privacy policy – 4basebio.com, the terms of which are incorporated into this Contract.

18. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 18.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £5m per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 18.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, or 12 of the Sale of Products Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 18.3 Subject to clause 18.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of sales or business opportunity;
 - (d) loss of agreements or contracts;
 - (e) loss of anticipated savings;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 18.4 Subject to clause 18.2, our total liability to you arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.
- 18.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Products or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products or Services are suitable for your purposes.
- 18.6 We have given commitments as to compliance of the Services with the relevant specification in clause 5.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 responsible for ensuring that are, to the fullest extent permitted by law, excluded from the Contract.

- 18.7 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 18.8 Nothing in these Terms limits or affects the exclusions and limitations set out in our website disclaimer [DNA Synthesis | Terms & Conditions | 4basebio](#) .
- 18.9 This clause 18 will survive termination of the Contract.

19. Confidentiality

- 19.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 19.2.
- 19.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 19; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

20. Termination, consequences of termination and survival

- 20.1 **Termination.** Without limiting any of our other rights, we may suspend the Products and Services to you (as applicable), or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 your 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;

- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

20.2 Consequences of termination

- (a) On termination of the Contract you must return any Products or Services specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.
- (b) Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

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

21. Events outside our control

21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

21.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date for the Products. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- (c) You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

22. Non-solicitation

You must not attempt to procure Products or Services that are competitive with the Products or Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Products or Services to you and for a period of six months following termination of the Contract.

23. Communications between us

- 23.1 When we refer to "in writing" in these Terms, this means email.
- 23.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered by email.
- 23.3 A notice or other communication is deemed to have been received when sent by email, at 9.00 am the next working day after transmission.
- 23.4 In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.
- 23.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

24. General

24.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

24.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

24.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

24.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

24.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

24.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.