

Standard Terms and Conditions

1. **DEFINITIONS**
 - a. "Goods" means any goods and/or services provided by the Company as ordered by the Client
 - b. "Company" means Nexcape Pharmaceuticals Ltd. incorporating any trading names of the company
 - c. "Client" means the person, firm or company placing an order with the Company
2. **APPLICATION** : These terms and conditions apply to any provision of services or materials by the Company to the Client
3. **FORMATION OF CONTRACT** : All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company
4. **QUOTATIONS** :The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve
5. **ORDERS** : Orders will be deemed to have been placed when an email or fax confirmation has been received from a responsible executive of the client company and receipt of order is acknowledged by us.
6. **RIGHT TO SUBCONTRACT** : Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work
7. **TIMETABLE** : The Company will use its best endeavours to supply the services or materials within the quoted time (normally within a maximum of seven days from order or otherwise as agreed). Any unforeseen slippages will be communicated to the client as early as possible
8. **INTELLECTUAL PROPERTY** : The Client acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws
9. **RISK OF LOSS** : The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods
10. **PAYMENTS**
 - a. New clients or other clients out of terms may be expected to pay in advance for their services
 - b. All other invoices issued by the Company shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of five (5) percent above the Base Rate of Bank of England in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater
 - c. If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms
11. **CANCELLATION** : Any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred will be reimbursed to the Company forthwith
12. **DELIVERY**
 - a. Normal delivery terms are specified in our proposal
 - b. If there are any charges outside of the norm; e.g. Expedited delivery request etc., then we reserve the right to charge an extra fee commensurate with the additional service requested outside of the normal service that was initially set out in our proposal to the client
13. **NOTICE** : All written notices to be served on or given to the client shall be sent or delivered to the client's principal place of business and shall be treated as having been given upon receipt
14. **LOSS OR DAMAGE TO SUPPLIES** : The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client). Any damages or claims must be reported in writing within 7 days of receipt of goods.
15. **CONFIDENTIALITY** : Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause

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16. **EMPLOYMENT OF PERSONNEL** : Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods
17. **WARRANTY** : The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client
- The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete
 - The Company warrants that they are registered under the Data Protection Act in respect of the collection, processing and use of the Goods and services. We will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party
 - The Client acknowledges that the Company is required to uphold at all times, in letter and in spirit, the British Codes of Advertising and Sales Promotion
18. **LIMITATION OF LIABILITY** : The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the value of the £5000
- Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents
 - The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods
19. **FORCE MAJEURE** : The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its subcontractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance
20. **GOVERNING LAW** : These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts

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