

1 **Contract formation.** Subject to clause 10.10(c), these Purchasing Terms and Conditions apply to every order placed by Ilika Technologies Limited (“ILIKA”) with any individual, firm, company or other organisation to whom the Purchase Order was issued (the “Supplier”). Commencement of work, commencement of delivery or Purchase Order’s acknowledgement and/or acceptance by the Supplier constitutes acceptance of the Purchase Order by the Supplier on these terms and the formation of the Contract.

2 **Defined Terms.** In this Contract the following words shall have the following meanings:

‘**Acceptance**’ means the successful completion of the inspection and testing of the Goods and Services by ILIKA;

‘**Affiliate**’ means any company or other entity which directly or indirectly controls, is controlled by or is under common control with a party, where ‘control’ means the ownership of more than 50% of the issued share capital or other equity interest or the legal power to direct or cause the direction of the general management and policies of such party, company or other entity;

‘**Contract**’ means the agreement between ILIKA and the Supplier resulting from the acceptance of the Purchase Order in accordance with the provisions of clause 1;

‘**Defect**’ means (i) a situation where deliverables do not perform in accordance with the applicable acceptance criteria or as otherwise agreed between the parties; (ii) in respect of Software, any error or failure of code within Software which causes the Software to produce unintelligible or incorrect results; or (iii) any failure to meet the Specification and/or to provide the functionality or performance features described in the Specification or the Documentation; and **Defective** shall be construed accordingly;

‘**Documentation**’ means the documentation relating to the operation, specification, structure or use of the Goods (or any part thereof), including operation manuals, user instructions, and technical literature, for aiding the use, operation or application of the Goods;

‘**Fees**’ means the fees for the Goods and/or Services;

‘**Good Industry Practice**’ means the exercise of degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the same type of undertaking under the same or similar circumstances;

‘**Goods**’ means all goods supplied under or in connection with the Purchase Order, including any Software;

‘**Intellectual Property Rights**’ or ‘**IPR**’ means all intellectual property rights, including without limitation, patents, design rights, trade marks and services marks (whether registered or not), copyright, database rights, property rights in chemical materials, rights in respect of confidential information, rights under unfair competition laws, extension of the terms of any such rights, know-how, as well as applications for and the right to apply for any of the foregoing registered property and rights, and similar or analogous rights in any part of the world;

‘**Modify**’ means to add to, enhance, detract, reduce, change, replace, vary, derive or improve, and **Modification** and **Modified** shall be construed accordingly;

‘**Purchase Order**’ means the purchase order to which these Purchasing Terms and Conditions are attached or referenced, and this term should be treated as incorporating these Purchasing Terms and Conditions;

‘**Services**’ means all services supplied under or in connection with the Purchase Order;

‘**Software**’ means any items referred to as programs or software and supplied under or in connection with the Purchase Order;

‘**Software Warranty Period**’ means the longer of: (i) the period of 12 months from the date of the delivery of the Software to ILIKA; or (ii) the period of 12 months from the date of Acceptance of the Software by ILIKA; or (iii) the warranty period specified in the Specification;

‘**Specification**’ means the description of the Goods and/or Services referred to in the Purchase Order and the product, software and/or service description published by the Supplier (including electronically) at the time that the Purchase Order is issued. In the event of any conflict of inconsistency between the documents listed in the preceding sentence, the description provided in the Purchase Order shall prevail;

‘**Supplier Personnel**’ means the Supplier’s agents, directors, employees, officers, contractors and other persons associated with it (including but not limited to sub-contractors);

‘**Use**’ means to install, access, load, store, copy, Modify, transmit and run (including for testing and back-up purposes) and any other use whatsoever provided such use is not expressly prohibited under this Contract;

‘**VAT**’ means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or the Services.

‘**Virus**’ means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information (including all viruses, worms, trojan horses, spyware, logic bombs and similar files, scripts, agents, things or devices).

3 **Fees and Payment**

3.1. The Fees shall be as specified or referenced in the Purchase Order. ILIKA shall not be liable to make any payments to the Supplier other than the Fees that are set out in the Purchase Order.

3.2. The Supplier shall invoice ILIKA upon Acceptance unless otherwise stated in the Purchase Order. ILIKA will pay the invoiced amounts within 30 days of the date of receipt of a valid, properly due and undisputed invoice, which includes the Purchase Order number, to a bank account nominated in writing by the Supplier.

3.3. VAT (where applicable) shall be payable by ILIKA in addition to the Fees subject to ILIKA’s receipt of a valid VAT invoice.

3.4. If ILIKA is required to withhold and pay any withholding tax imposed at source on any amount payable to Supplier under this Contract, the amount of ILIKA’s payment will be credited toward any amounts paid or owed by ILIKA to the Supplier. Upon request from the Supplier, ILIKA will make available to Supplier evidence of any payment.

3.5. The Supplier shall have the right to claim interest on any sums not paid in accordance with clause 3.2 at the rate of two percent (2%) per annum above the prevailing base rate of Natwest Bank plc.

3.6. ILIKA may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by ILIKA to the Supplier.

3.7. The Supplier is responsible for all taxes and duties that are due in the country of origin of the Supplies and for obtaining at its expense any import or export licence or other government consents or licenses necessary for the provision of the Supplies including those required under any export control legislation (whether of UK, US or any other country).

4 **Warranties**

4.1. The Supplier warrants and represents as at the date of the Contract and on an on-going basis that the Goods shall:

- (a) be of satisfactory quality and of good material, design and workmanship and free from defects;
- (b) be fit for the purpose for which they are required as per the Specification or as otherwise notified to the Supplier;
- (c) conform with the Specification, the drawings, descriptions and samples referred to in the Purchase Order, other documents referred to therein and other instructions of ILIKA provided to the Supplier in writing;
- (d) include all required documentation and certification;
- (e) be free of any third-party lien, claim, title or interest; and
- (f) conform with all laws and regulations applicable to them and have been and will be produced and furnished in full and complete compliance with all applicable laws and regulation.

4.2. The Supplier warrants and represents to ILIKA that the Services shall be performed:

- (a) with all due skill, care and diligence by properly experienced, qualified and trained personnel and in accordance with Good Industry Practice;
- (b) fully, promptly and in a timely manner;
- (c) in compliance with the Specification, descriptions and service level terms referred to in the Purchase Order, other documents referred to therein and other instructions of ILIKA provided to the Supplier in writing;
- (d) so as to conform with all laws and regulations applicable to them and the Supplier shall maintain all licences, permissions, waivers, certificates and consents as are necessary or as may be required for the provision and use of the Services;
- (e) in such a way as not to cause any interruption to the business of ILIKA and/or its Affiliate (other than any unavoidable interruption which is required to perform the Services in a proper manner and which is agreed between the parties in advance of it occurring); and
- (f) without causing any fault, malfunction or degradation of performance in any related hardware, software, equipment, products, or system owned, provided or used by ILIKA.

4.3. The Supplier warrants that all statements, representations and documentation produced and/or supplied in performance of this Contract, are to the best of its knowledge, information and belief, complete, true and accurate and that it will advise ILIKA of any fact, matter or circumstance of which it may become aware which would render any such statement, representation or document to be false or misleading.

4.4. The warranties and remedies provided under this Contract are in addition to those implied by or available at law or in equity and will continue in force notwithstanding the Acceptance of all or part of the Goods and Services to which those warranties or remedies relate.

5 Intellectual Property Rights

5.1. The Supplier warrants that it is the sole owner of the Goods and has full and unrestricted right and authority to supply the Goods and/or Services to ILIKA on the terms of this Contract.

5.2. Where the Supplier generates any IPR in creating or customising Goods to ILIKA's specification and/or in performing the Services, all such IPR ('**Resulting IPR**'), shall, on its creation, vest in ILIKA exclusively and the Supplier hereby assigns to ILIKA by way of future assignment with full title guarantee all such rights in consideration for the payment of the Fees and the Supplier shall promptly and fully disclose to ILIKA details of all discoveries, inventions and improvements conceived or developed in the pursuance of the Contract.

5.3. Where use of any of the Goods and/or Services is depended on any underlying software or IPR, unless otherwise stated in the Purchase Order, the Supplier grants ILIKA a non-exclusive royalty-free, fully paid-up, irrevocable and transferable licence to

use the same to the extent necessary for the use of the Goods and/or Services.

5.4. No licence or any proprietary right shall be granted other than where explicitly provided under this Contract.

5.5. At ILIKA's written request, the Supplier shall, and shall ensure that its personnel shall, execute all documents and do all things requested by ILIKA to vest and confirm in ILIKA all right, title and interest in the Resulting IPR.

6 Indemnity and Insurance

6.1. If any claim is made against ILIKA or its Affiliates ("**Indemnified Party**") arising out of or in connection with the supply of the Goods and/or Services ("**Claim**"), the Supplier shall indemnify the Indemnified Party against all damages or other compensation awarded against the Indemnified Party in connection with the Claim or paid or agreed to be paid by the Indemnified Party in settlement of the claim and all legal or other expenses incurred by the Indemnified Party in or about the defence or settlement of the Claim.

6.2. Any Indemnified Party seeking indemnification pursuant to clause 6.1, shall provide prompt written notice to the Supplier of the initiation of any action or proceeding that may reasonably lead to a Claim for indemnification. Upon such notice, the Supplier shall have the right to assume the defence and settlement of such action or proceeding, provided that it shall conduct the Claim so as not to bring the reputation of Indemnified Party into disrepute and that it shall not settle any action or proceeding without the Indemnified Party's written consent. Any Indemnified Party shall co-operate with the Supplier in the defence of such claim and shall be entitled to participate in such defence by instructing its own counsel at its own expense. The Supplier shall not be obligated to indemnify the Indemnified Party for any settlement or other payment of costs or expenses incurred without the written consent of the Indemnifying Party.

6.3. Without prejudice to clause 6.1, if any Claim relating to alleged or actual infringement by the Supplier of a third party's IPR or other rights in connection with the supply or performance or manufacture of the Goods and/or Services (the "**IPR Claim**") is made or is reasonably likely to be made against ILIKA or its Affiliate, the Supplier shall promptly and at its own expense either:

- (a) procure for ILIKA and its Affiliates the right to continue using and possessing the relevant Goods and/or Services; or
- (b) modify or replace the infringing part of the Goods and/or Services without adversely affecting the functionality of the Goods and/or Services, as set out in the Contract so as to avoid the infringement or alleged infringement.

6.4. The Supplier will be responsible for maintaining insurance policies with reputable insurance provider against all insurable liability under this Contract.

7 Confidential Information

7.1. The Supplier shall treat as confidential: (i) all information obtained from ILIKA (whether directly or indirectly and in any form including by provision of any samples or materials and by observation) under or in connection with the Purchase Order and/or this Contract, as well as (ii) any data, results and Resulting IPR ('**Confidential Information**') and use it only as necessary for the provision of the Goods and Services to ILIKA in accordance with the Contract and shall not divulge such Confidential Information to any person (except to such party's own employees and then only on a need to know basis) without ILIKA's prior written consent provided that this clause shall not extend to: (i) information which was rightfully in Supplier's possession prior to the commencement of the negotiations leading to the Purchase Order, (ii) information which is already

in the public domain or becomes so at a future date (otherwise than by breach of this clause 7); and/or information that a party is required to disclose by law, by a court of competent jurisdiction or by the mandatory requirements of another appropriate regulatory body.

7.2. The Supplier shall promptly return the Confidential Information (including any copies or records) to ILIKA on the earlier of any expiry or termination of this Contract, or on ILIKA's request. Notwithstanding any expiry or termination of the Contract, the confidentiality and non-use obligations under clause 7 shall remain in force and effect indefinitely.

7.3. The Supplier shall not undertake any composition analysis, reverse engineering or decompilation of any samples or materials provided by or on behalf of ILIKA except as necessary for the provision of the Goods and Services to ILIKA.

7.4. The Supplier shall not, without ILIKA's prior written consent, advertise or generate any publicity concerning this Contract, its terms or the fact that the parties have entered into this Contract, or otherwise refer to ILIKA, except as strictly necessary for the provision of the Goods and Services to ILIKA.

8 General obligations

8.1. The Supplier shall ensure that: (a) it has procedures and systems in place to manage the continued performance of its obligations under the Contract in an emergency as are reasonable and appropriate given the nature of the Supplier's obligations under this Contract; (b) it takes all reasonable precautions to (i) safeguard, protect and prevent the loss of any of ILIKA's assets provided to it by ILIKA; and (ii) prevent any unauthorised access to ILIKA premises; (c) it has IT and access management procedures and systems in place to store, process, safeguard, protect and prevent the loss of ILIKA's data in accordance with Good Industry Practice; (d) it has procedures and systems in place to manage record retention and management in accordance with Good Industry Practice and as are reasonable and appropriate given the nature of the Supplier's obligations under this Contract; and (e) it shall apply any other procedures and systems as confirmed by ILIKA in writing.

9 Termination and Consequences of Termination

9.1. ILIKA reserves the right to terminate any Contract for any reason and without cost or liability by giving the Supplier written notice and shall reimburse the Supplier's reasonable costs incurred as a result of cancellation, provided that the Supplier shall minimise and mitigate its costs incurred to the fullest extent possible and that such costs shall in no event exceed the Fees.

9.2. In addition, ILIKA may terminate the whole or any part of the Contract at any time immediately by giving notice in writing to the Supplier if the Supplier fails to comply with any terms and conditions of this Contract, is insolvent, or following a good faith determination by ILIKA, that the Supplier or Supplier Personnel, has breached any of the provisions of this Contract.

9.3. Upon any expiry or termination of this Contract for whatever reason the Supplier shall at its cost immediately deliver up to ILIKA any of ILIKA's property (including any Confidential Information and Resulting IPR).

10 General

10.1. **Personal Data.** Each Party shall comply with all applicable data protection legislation in relation to this Contract. In the event that the Supplier is required to process any personal data on behalf of ILIKA, the Parties shall enter into a separate Data Processing Agreement in accordance with the requirements of applicable law.

10.2. **No assignment or subcontracting.** Notwithstanding any provision to the contrary in this Contract, the Supplier may not subcontract, assign, transfer, novate or otherwise dispose of to

any third party any right and/or obligation under this Contract, without ILIKA's prior written consent.

10.3. **Variations.** Any variation to the Contract must be agreed in writing by both parties and must refer to the original Purchase Order number.

10.4. **No partnership.** Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership of any kind between the parties.

10.5. **Waiver.** Failure or delay by ILIKA to exercise any of its rights shall not be a waiver or forfeiture of such rights. Any waiver by ILIKA of any term or condition or of any breach by the Supplier shall not prevent ILIKA from enforcing any of these terms or from acting on that or any subsequent breach.

10.6. **Records.** The Supplier shall keep full and accurate records relating to the supply of Goods and/or Services ('Records'). The Supplier shall provide to ILIKA and its authorised agents copies of the Records and any part of them as well as any certificates of conformity ILIKA may require in respect of the Goods and/or Services and any information as it considers necessary to monitor and verify the Supplier's performance.

10.7. **Rights of Third Parties.** Except in respect of ILIKA's Affiliates who may in its own right enforce the provisions of this Contract, this Contract does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

10.8. **Notices.** All notices hereunder shall be in writing addressed to the parties at their respective addresses set forth in the Purchase Order or such other address as may be notified from time to time by either party to the other.

10.9. **Survival.** Clauses 3 to 8 (inclusive), 9.3, 10, 13, 14, 15 and 18 and any provision of this Contract which by implication is intended to come into or remain in force on or after termination shall continue in full force and effect notwithstanding any such termination.

10.10. **Precedence order**

(a) Subject to paragraph (c) below, if there is any inconsistency between the documents comprising the Contract, they shall have precedence in the following order (highest first): (1) the express provisions of the main body of the Purchase Order; (2) these Purchasing Terms and Conditions; (3) the Specification; (4) any other documents referenced in the Purchase Order.

(b) This Contract shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or order acknowledgement or elsewhere sent by the Supplier or implied by practice or course of dealing and shall apply to the Goods and Services to the exclusion of any other terms and conditions proposed by the Supplier.

(c) To the extent that ILIKA and the Supplier have executed a separate agreement covering the subject matter of this Contract, the terms of that separate agreement will supersede and prevail over these terms and conditions and these terms and conditions shall not apply to any such agreement to the extent of any inconsistency.

10.11. **Governing Law and Jurisdiction.** This Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

TO THE EXTENT THE CONTRACT INCLUDES THE SUPPLY OF GOODS, THE FOLLOWING CLAUSES 11-12 SHALL BE INCORPORATED INTO THE CONTRACT.

11 Delivery

11.1. The Supplier shall supply the Goods, together with all relevant Documentation, by the date for delivery of the Goods

specified in the Purchase Order; time being of the essence unless explicitly stated otherwise in the Purchase Order.

11.2. Goods can only be delivered in instalments if explicitly stated in the Purchase Order.

11.3. The Supplier shall be responsible for packaging the Goods safely so as to protect any item or part during transportation, unloading or storage.

11.4. The Supplier shall deliver a copy of all Documentation to ILIKA in legible form and on such media or other format as ILIKA may reasonably request, at no additional charge to ILIKA.

11.5. ILIKA may make as many copies of the Documentation as are reasonably necessary for its business purposes and for the users of the Goods.

11.6. Risk in the Goods shall transfer to ILIKA upon Acceptance and title in the Goods shall pass to ILIKA on the earlier of: (i) the date of payment of the Fees; or (ii) Acceptance. The Supplier shall be responsible for insuring the Goods up to the point of Acceptance.

11.7. If the charges for packaging, delivery and/or insurance are not shown separately in the Purchase Order, the price for the Goods shall be inclusive of packaging, delivery and insurance.

11.8. Any Goods having a toxic hazard or other hazard to the safety of persons or property shall be appropriately marked by the Supplier and such hazards shall be notified to ILIKA in advance.

11.9. The Supplier shall observe the requirements of any applicable law (whether of UK or any other country) and Good Industry Practice relating to the packaging, labelling, carriage and/or export or otherwise supply of all Goods.

11.10. In the event that the Supplier is or will be unable, for any reason (including an event of force majeure, as defined below), to supply the Goods in accordance with the quantities and/or delivery dates mutually agreed upon, the Supplier shall promptly notify ILIKA in writing. ILIKA may thereafter, at its sole discretion, upon written notice to the Supplier and without relinquishing other rights either: (i) require the Supplier to supply the undelivered Goods at a future date agreed upon by the Parties in writing; (ii) cancel, without compensation, charge or penalty, the whole or part of the affected delivery of Goods; or (iii) manufacture or have manufactured by a third party, that quantity of Goods required by ILIKA which Supplier is unable to supply. In the event that the supply failure results in an additional expense to ILIKA, the Supplier agrees to reimburse ILIKA for such additional expense.

11.11. Without prejudice to other rights and remedies, the Supplier shall indemnify ILIKA from and against any and all additional charges incurred by ILIKA as a result of procuring the Goods elsewhere, including, without limitations, costs over and above the Fees, additional freight charges, demurrage and any other charges. Notwithstanding the foregoing, ILIKA reserves the right, in addition to any other rights or remedies, to terminate the Contract by written notice and be released from all liability for any Goods not Accepted if the Supplier is late in delivering the whole or part of the Goods. ILIKA shall have no obligation to pay for any partial delivery.

12 Acceptance

12.1. The Supplier acknowledges and agrees that, as a complete inspection of the Goods cannot be made on delivery, by taking delivery of the Goods ILIKA is not agreeing that it constitutes satisfactory performance of the Contract and does not waive any rights that it may have against the Supplier for failure to discharge its obligations under the Contract.

12.2. Where Goods delivered are Defective or non-conforming for any reason (including but not limited to where the required

accompanying documentation was not supplied with the Goods) ILIKA may, at its option require the Supplier to replace Defective Goods and/or give notice to the Supplier of its rejection of the Goods or part of them or return such Goods at the Supplier's cost (whether or not any of the Goods have been Accepted) and Supplier shall refund to ILIKA the price for the Defective Goods; without liability to the Supplier, at any time and without prejudice to ILIKA's other rights or remedies.

12.3. Without prejudice to any other rights of ILIKA, if the Supplier fails to replace Defective Goods within a reasonable time, the Supplier will, at ILIKA's request, immediately reimburse to ILIKA any Fees paid by ILIKA to the Supplier in respect of the rejected Goods together with any additional expenditure over and above the Fees reasonably incurred by ILIKA in obtaining replacement Goods from a third party.

12.4. The terms of this Contract shall apply to any repaired or replaced Goods supplied by the Supplier.

TO THE EXTENT THE CONTRACT INCLUDES THE SUPPLY OF SOFTWARE THE FOLLOWING CLAUSES 13 - 15 SHALL BE INCORPORATED INTO THE CONTRACT.

13 Licence

13.1. The Supplier hereby grants to ILIKA a royalty free, worldwide, perpetual, nonexclusive, non-transferable licence (with the right to grant sublicences) to Use the Software (that has not been assigned pursuant to clause 5.2) and Documentation in the ordinary course of its business.

13.2. Save to the extent set out in the Purchase Order, the scope and cost of such licence shall not be restricted or limited, or calculated by reference to: (a) the number of users; (b) the number or volume of transactions; (c) the number of interfaces; (d) the number of employees or the size of turnover of ILIKA; (e) the equipment on which the Software may be used from time to time including, without limitation, the number, size or specification of CPUs; or (h) the location of equipment on which the Software may be used.

13.3. ILIKA shall have the right to adapt, reverse engineer, decompile, disassemble and Modify the Software in whole or in part: (a) as permitted by law; (b) to the extent that such action is legitimately required for the purposes of integrating the operation of such Software with the operation of other software or systems used by ILIKA from time to time; or (c) to the extent necessary for the purpose of back-up and disaster recovery, and for no other purpose.

13.4. ILIKA shall be under no obligation to purchase any new version of the Software from the Supplier.

14 Warranties

14.1. The Supplier warrants and represents on an on-going basis that: (a) the Software will be free from all Viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by ILIKA (or its Affiliates) from time to time, and that for this purpose, the Supplier warrants and represents that it shall use the most comprehensive and up to date virus detection software and methods available prior to the delivery and installation of the Software; and (b) the Documentation is a full and accurate description of the operation, features, functionality and performance of the Software, providing sufficient information to enable users with appropriate training and skills to Use the Software, and is current and up-to-date.

14.2. The Supplier warrants and represents that the Software will, with effect from delivery and throughout the Software Warranty Period: (a) function and operate in accordance with its specification and the Documentation; (b) operate and perform

on, and be compatible with the ILIKA equipment and ILIKA network; and (c) be defect free and error free in all material respects.

14.3. Without prejudice to any of ILIKA' other rights and remedies under this Contract, at law or in equity, in the event that ILIKA discovers any Defect which prevents, hinders or otherwise affects the use of the Software in accordance with this Contract and notifies the Supplier of the Defect during the Software Warranty Period, then ILIKA may elect to: (a) require the Supplier to correct the Defect within fifteen (15) days of notifying the Supplier of such Defect, provided that the Supplier shall not be under any obligation to correct the Defect if it has been caused (i) by any Modification to the Software not performed or otherwise authorised in writing by the Supplier, or (ii) through the incorrect use of the Software in accordance with the Documentation, or (iii) by use of the Software with other software or hardware which is incompatible with the Software and of which the Supplier has previously notified ILIKA in writing; or (b) immediately terminate this Contract.

14.4. If the Supplier is directed to correct the Defect as above and fails to do so in the required timeframe, ILIKA may terminate this Contract.

15 **Escrow.** If requested by ILIKA at any time during the term of this Contract, the Supplier shall, as soon as reasonably practicable and at the Supplier's cost, enter into a National Computer Centre (NCC) Escrow Agreement in relation to the source code for the Supplier Software under which the source code of the Software would be released to ILIKA in the event of the Supplier's insolvency or inability to meet its obligations under this Contract.

TO THE EXTENT THE CONTRACT INCLUDES THE SUPPLY OF SERVICES THE FOLLOWING CLAUSES 16 - 18 SHALL BE INCORPORATED INTO THE CONTRACT.

16 Delivery

16.1. The date for performance of the Services shall be that specified in the Purchase Order; time being of the essence unless explicitly stated otherwise on the Purchase Order.

16.2. The Supplier shall ensure that:

- (a) it shall at all times comply with all applicable laws and conduct the performance of the Services in such a manner that shall ensure that it does not (by any act or omission) place any person in breach of any law;
- (b) all Services shall be provided in compliance with such ILIKA policies notified to the Supplier from time to time as are relevant to the Supplier's provision of the Services.
- (c) all electronic communications and electronic data sent or made available by the Supplier or any Supplier Personnel in connection with the Services are free from all Viruses; and
- (d) the Supplier Personnel and performance of the Services do not cause or permit any Virus to be inserted into any information technology environment of (or which is used by) ILIKA.

16.3. The Supplier's obligations to provide the Services shall include an obligation to perform all services reasonably inherent in, or incidental or ancillary to, the proper performance and provision of such Services.

17 Acceptance

17.1. The Supplier acknowledges and agrees that, as complete acceptance tests of the Services cannot be run on delivery, by taking delivery of the Services ILIKA is not agreeing that it constitutes satisfactory performance of this Contract and does not waive any rights that it may have against the Supplier for failure to discharge its obligations under the Contract.

17.2. Without limiting any other remedies to which it may be entitled, where the Services do not comply with clause 4.2 or otherwise with the provisions of the Contract, ILIKA may, at its option, require the Supplier to either re-perform the Services promptly and at no cost to ILIKA or refund to ILIKA the price for the rejected Services; without liability to the Supplier.

17.3. Without prejudice to any other rights of ILIKA, if the Supplier fails to re-perform rejected Services within a reasonable time, the Supplier will, at ILIKA's request, immediately reimburse to ILIKA any Fees paid by ILIKA to the Supplier in respect of the rejected Services together with any additional expenditure over and above the Fees reasonably incurred by ILIKA in obtaining replacement Services from a third party.

17.4. The terms of this Contract shall apply to any re-performed Services.

18 Maintenance

18.1. All equipment and any other property of any type which ILIKA has furnished to Supplier (the "Property") for use, maintenance or repair in the performance of the Services, shall remain ILIKA's property and shall be subject to retrieval upon ILIKA's request. The Property shall be exclusively used for the provision of the Services, shall be held by Supplier at its own risk, and must be adequately insured by Supplier at all times at its expense while in Supplier's custody or control. Supplier will promptly furnish certificates of insurance upon ILIKA's request.