

“Third Party Property ” means intellectual property licensed or obtained by Company from third parties; and

“Work Product ” means any

Sample”) or the delivery of any request

by the Client to the Company for the provision of (o)0.7 (t)-(o)s-26.2 ()-50.006 Tw 9.7(t)-5.7 (h)-30.011 Tw 0.273 0(r)-41.h -56.5 (w 0.273 0ov)-26.1 (i)-1.2 cv
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assay, inspection,
ified in a Quotation;

limitation any warranties of merchantability or fitness for a particular purpose, quality, safety, non-toxicity, efficacy, absence of errors, accuracy, completeness of results, the prospects or likelihood of success of the Clinical Trial, or the validity, scope, or non-infringement of any Intellectual Property Rights involved in the development of a drug product.

- 14.2.2 if the Client fails to make payment of the Consideration within the specified time;
- 14.2.3 the Client (a) makes any voluntary arrangement with a general assignment for the benefit of its creditors; (b) becomes insolvent, ceases or suspends payment of any of its debts, or becomes unable to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or (d) is dissolved or liquidated or takes any corporate action for such purpose;
- 14.2.4 an encumbrancer takes possession, or a receiver, trustee, or administrator or similar agent is appointed, over any of the property or assets of the Client;
- 14.2.5 the Client ceases, or threatens to cease, to carry on business;
- 14.2.6 the Company reasonably believes that any of the events mentioned at sub-conditions 14.2.1 to 14.2.5 above is about to occur in relation to the Client and notifies the Client accordingly; and
- 14.2.7 if the Company reasonably believes that providing the Services or dealing with the Client would be in breach of Sanctions Rules, the Client fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Client does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.
- 14.3 On termination of the Contract for any reason the Client shall immediately pay to the Company all indebtedness to the Company with applicable interest.
- 14.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 14.5 Sections and sub-conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. Force Majeure

The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic

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