

## BIO IMAGING ASIA PTE. LTD

541 Orchard Road  
#09-01, Liat Towers  
Singapore  
ACCRA: 202039819W

## GENERAL TERMS AND CONDITION OF SALE

**1- DEFINITIONS.** As used herein, "Bio Imaging Asia" shall mean Bio Imaging Asia PTE. LTD ACCRA number 202039819W, the entity listed on the document to which these terms are attached and/or referenced. "Seller" means "Bio Imaging Asia". "Customer" means the entity to which Seller's Offer is made or the entity purchasing Goods and/or Services from Seller. "Products" means the goods, parts, materials, software, services, consumable products and/or equipment included in Seller's Offer and/or Customer's Order to be performed by Seller. "Offer" means any quotation, proforma invoice, bid, or proposal for Goods and/or Services made by Seller to Customer. "Order" means a purchase order or similar purchase instrument issued by Customer to Seller for the purchase of Goods and/or Services.

**2- APPLICABILITY.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of hardware and consumable products ("Products") by Bio Imaging Asia to the Customer purchasing the Products ("Customer"). These Terms and the accompanying quotation, sales confirmation, bill of lading, and/or invoice document (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

These Terms prevail over any pre-printed, standard or other terms set forth in (i) Customer's purchase order or any other document ordering Products, and/or (ii) any third-party procurement platform, which are all hereby rejected and shall be void. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms, and Customer's terms and conditions are expressly rejected. Customer's acceptance of any quotation is expressly subject to Customer's assent to these Terms, and Customer's assent to these Terms shall be conclusively presumed from Customer's submission of its purchase order to Bio Imaging Asia.

**3- OFFERS.** Unless stated otherwise in writing by Seller, Seller's Offer shall be valid for thirty (30) days from the date of such Offer. Any extension to the validity period shall be at Seller's sole discretion. Seller reserves the right to withdraw and/or revise the Offer at any time during the validity unless it is accepted by Customer in its entirety. The prices offered by Seller apply only to the specific details of the Offer, including quantities, specifications, statement of work, and delivery schedules and Seller's terms and conditions.

**4- ACCEPTANCE OF CUSTOMER'S ORDER.** Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Customer do not waive any of Seller's terms and conditions specified herein. Seller's terms and conditions shall govern and apply to Orders accepted by Seller whether they are attached to Seller's Offer or referenced on Seller's website.

**5- PRICES.** Customer shall purchase Products from Bio Imaging Asia at the price(s) set forth in Bio Imaging Asia's quotation, or if no price has been quoted, then at the published list price in effect as of the date of acceptance of Customer's purchase order. Prices are subject to adjustment on account

of specifications, quantities, raw materials, cost of production, shipment arrangements (including without limitation, shipping outside of the country of original delivery), Customer's delays in delivery, or other terms that were not part of the original quotation. If Customer requests shipment to a country other than the country originally requested, and if Bio Imaging Asia elects not to cancel the order (which Bio Imaging Asia may do in its sole discretion), Bio Imaging Asia's applicable surcharge for the actual country of delivery shall be added to the price. All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount applies to all Orders. Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of special packing and packaging, installation, commissioning, and training costs.

**6- TAXES.** All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided. If Customer claims that a transaction is not subject to any tax, Customer is exempt, or Bio Imaging Asia is not required to collect any tax, Customer shall provide Bio Imaging Asia with any documentation necessary to support such a claim.

**7- DELIVERY OF PRODUCTS AND FORCE MAJEURE.**

7.1 Customer's purchase order shall be binding only upon Bio Imaging Asia's written acceptance or its fulfillment of such purchase order, whichever occurs first.

7.2 Bio Imaging Asia shall use reasonable efforts to meet dates specified for the delivery of Products; however, all such dates are estimates only and subject to Bio Imaging Asia's availability. The Seller shall not be liable for non-adherence with such dates. Any delay or failure of Seller to perform its agreed obligations under Customer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority, inability to obtain any necessary import or export licenses or other consents, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, supplier delays, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction.

7.3 If Bio Imaging Asia's supply of Products is limited, Bio Imaging Asia shall have the right to allocate the available supply among its Customers in any manner it determines appropriate in its sole discretion.

7.4 Bio Imaging Asia's delivery obligation for Products is solely to deliver to a loading dock or other external loading point at the address specified on the quotation (the "Delivery Point") using Bio Imaging Asia's standard practices for packaging and shipping. Unless otherwise indicated on Bio Imaging Asia's quotation, all Products are shipped FCA (Incoterms 2020) Shipping Point and Customer is responsible for all transportation, shipping and handling charges, which shall be added to the invoice. Where Customer furnishes special transportation instructions, any special expense is to be borne by Customer, including any special handling, packaging and additional freight charges. Title to and risk of loss of Products passes to Customer upon shipment.

7.5 Bio Imaging Asia may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer, regardless of utility to Customer in the absence of such undelivered portion. Each shipment will constitute a separate sale, and Customer shall pay for Products shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

**8. CHANGES.** Customer may request changes within the general scope of Customer's Order by providing written notice to Seller; provided, however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing. If any such changes cause an increase in the cost or time required for performance of any part of Customer's Order, an equitable

adjustment shall be made to the price and/or delivery schedule, and the Parties shall execute a written modification to Customer's Order to reflect such changes and adjustments.

**9. ORDER CANCELLATION.** Seller, at its sole discretion and subject to Seller's written authorization, may allow Customer to cancel all or a portion of Customer's Order for Standard Products or Services. If so authorized, Customer's cancellation of any Order for Standard Products is subject to Seller's then current Order cancellation policy and restocking charges. All returned Standard Products must be in new and unused condition. For authorized cancellations of Orders for Services, Customer shall pay Seller in full for all fully-burdened direct and indirect costs incurred by Seller for Services performed, plus a reasonable profit thereon. Seller will notify Customer of the amount owed, which amount shall be immediately due and payable to Seller. All Orders for nonstandard products are non-cancellable and non-returnable and Customer is liable for payment of the full Order price for same. Blanket orders, master supply agreements, and similar contractual agreements which are accepted and confirmed by Seller are non-cancellable and Customer shall pay Seller the full Order value for the balance of quantities not previously called off or delivered to Customer. All such quantities shall be shipped and invoiced no later than the last delivery date or expiration date specified in Customer's Order and agreed to by Seller.

**10- INSPECTION, ACCEPTANCE AND RETURN OF PRODUCTS.**

10.1 Customer shall inspect Products immediately upon receipt and shall, within five (5) business days of receipt (the "Inspection Period"), give written notice to Bio Imaging Asia of any claim that Products shipped constitute Nonconforming Products. "Nonconforming Products" means only the following: (i) Product shipped is different than specified on the Customer's purchase order; or (ii) Product is visibly damaged. Customer will be deemed to have accepted Products unless it notifies Bio Imaging Asia as indicated herein and furnishes evidence as required by Bio Imaging Asia. If Customer receives Products where defects or nonconformities are not apparent upon initial examination or are not discovered until after the Inspection Period has passed, such Products shall be subject to the warranty set forth in Section 14 below.

10.2 If Customer notifies Bio Imaging Asia of any Nonconforming Products in writing within the Inspection Period, Bio Imaging Asia shall, in its sole discretion, (i) replace such Nonconforming Products, or (ii) credit or refund the payments made for such Nonconforming Products. Bio Imaging Asia will provide to Customer a return authorization number that must be included with the return packaging for a return to be accepted. If Bio Imaging Asia exercises its option to replace Nonconforming Products, Bio Imaging Asia shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer the replaced Products to the Delivery Point. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products. Customer will be liable for restocking charges in the event Products are returned to Bio Imaging Asia which are not Nonconforming Products.

10.3 Except as provided in this Agreement, Customer has no right to return Products to Bio Imaging Asia.

**11- PAYMENT TERMS.** Unless otherwise set forth in the quotation, Customer shall pay all invoiced amounts within thirty (30) days from the date of Bio Imaging Asia's invoice. Bio Imaging Asia reserves the right to require Customer to make full or partial payment in advance or otherwise provide security to Bio Imaging Asia's satisfaction. Bio Imaging Asia may impose interest on late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly from the date of delinquency. Customer shall reimburse Bio Imaging Asia for all costs incurred in collecting any late payments that have not been disputed in good faith within the thirty (30) day payment period, including without limitation, costs of attorneys' fees. In addition to all other remedies available under these Terms or at law, if (a) Customer fails to pay any amounts when due hereunder; or (b) Customer becomes insolvent or any

proceedings are commenced under any bankruptcy or similar laws for Customer's reorganization or other debt adjustment, then Bio Imaging Asia shall be entitled to suspend the delivery of any Products and/or reject any of Customer's future orders. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Bio Imaging Asia.

**12- EXPORT COMPLIANCE.** All Goods, Services, and technical information provided by Seller to Customer may be subject to (i) the export control laws and regulations of the United States of America including, without limitation, the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulations (EAR), (ii) all export control laws and regulations of the Government of Singapore, and (iii) the European Union and its member states, including, without limitation, the European Union Council Regulation on control with export of dual-use items and technology. Customer agrees and hereby covenants that it will not export or re-export Goods to Cuba, Iran, North Korea, Sudan, Syria, or to any restricted/embargoed country as may be designated from time to time by (i) the U.S. Government; (ii) the Government of Singapore; (iii) the European Union; and (iv) other applicable country governmental agencies as required. Customer agrees to indemnify and hold Seller harmless from any claims or liability arising from Customer's failure to comply with all such export control laws and regulations. The Parties each agree to provide to the other in a timely manner such information and assistance as may reasonably be required in connection with securing any required authorizations or licenses. The delivery schedules delineated in Seller's Offer and/or Customer's Order are calculated from the date of receipt of any required export license(s). Seller shall commence work only after receipt of a valid export license(s) from the appropriate government agencies; provided, however, Customer may, at its sole risk, authorize Seller to commence work under Customer's Order prior to receipt of an export license. In such case, Customer agrees that it is fully liable to Seller for all costs incurred by Seller in the performance of Customer's Order and shall reimburse Seller for such costs in the event any required export license or authorization is denied or cancelled, or if any restrictions imposed by the issuing agency render continued performance of Customer's Order impossible or impracticable. Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain any required export license(s), may be cancelled by Seller without any further liabilities or obligations to Customer.

**13. SOFTWARE.** "Software" means the object code form of Bio Imaging Asia's software and documentation related thereto, including without limitation any control software included with the Product. Goods may contain or be delivered with or as digital media containing software proprietary to Seller or a third party. All software is provided under license only, and not as a sale or other transfer of ownership. Customer undertakes to accept and be bound by any applicable End User License Agreement or other license agreement imposed by Seller or a third party for such software. Bio Imaging Asia provides all Software under separate terms and conditions and subject to Customer's assent to such terms and conditions. Customer understands and agrees that the Software is not being provided as a "work for hire" under any applicable local, state, federal, international or other laws and this is not an agreement for the sale of the Software. By downloading, installing, using, unwrapping, or issuing a purchase order for the Software, Customer agrees that the Software is accepted as delivered and agrees to the terms and conditions applicable thereto.

**14- LIMITED WARRANTY.**

The warranties set forth in this Section are the sole and exclusive warranties provided for Products purchased hereunder and shall only apply to Customer as the original purchaser. The "**Warranty Period**" shall be the period of time that the warranty is valid as specified for each of the warranties listed below.

*14.1 Instruments.*

Bio Imaging Asia warrants that its instrument Products will substantially conform to Bio Imaging Asia's published specifications in effect as of the date of shipment and will be free from defects in materials and workmanship, when subjected to normal, proper and intended usage, except that no warranty is provided for any used, refurbished or previously owned Products. Unless a different period is specified in the applicable quotation, the Warranty Period shall be two (2) years from the date of shipment to Customer.

#### *14.2 Spare Parts.*

Parts replaced during a warranty repair may be retained by Bio Imaging Asia and shall become the sole and exclusive property of Bio Imaging Asia upon repair or replacement. Bio Imaging Asia warrants replacement parts for the longer of (i) the remaining term of the original Warranty Period of the Product in which the part is installed or (ii) ninety (90) days from the date of replacement. This warranty applies only to parts installed by Bio Imaging Asia or a third party authorized by Bio Imaging Asia.

#### *14.3 Software & Firmware.*

Bio Imaging Asia warrants that Software (whether embedded in a Product or licensed separately) and firmware will substantially contain the functionality described in Bio Imaging Asia's program manuals and, when properly installed and operated on a computer meeting the specifications specified therein, will substantially perform in accordance therewith; provided, however, that Bio Imaging Asia does not warrant that the operation of the processor, Software or firmware will be uninterrupted or error-free. The Warranty Period shall be for ninety (90) days from the date of delivery.

#### *14.4 Exclusions.*

The following are excluded from the warranties in Sections 14.1 through 14.33:

14.4.1 A Product's loss, damage, defect or failure to perform due to: (i) any installation, modification, calibration, repair, or servicing of the Product, including but not limited to modifications, repairs to or servicing of any hardware, firmware or Software incorporated in or connected to the Product, not performed by Bio Imaging Asia or a third party authorized by Bio Imaging Asia; (ii) any accidents occurring at Customer's site, including but not limited to, those caused by flood, fire, or other acts of nature; (iii) the negligence or willful misconduct of Customer or a third party; (iv) any movement of a Product to a location other than the location of original installation, unless such move is performed by Bio Imaging Asia; (v) improper or inadequate maintenance; (vi) Customer or third party supplied hardware, software, interfaces, reagents, parts, consumables or other supplies; (vii) any combination or use of the Products with any incompatible equipment or ancillary products that may be connected to such Products; (viii) use or operation of a Product: (a) outside of the applicable Product specifications, or (b) inconsistent with the user manual provided with the Product; or (ix) improper site preparation.

14.4.2 Bio Imaging Asia provides no warranties on any third party manufactured products. To the extent legally permissible, Bio Imaging Asia will pass through to Customer any warranties provided by a third-party manufacturer.

14.4.3 Any consumable or Customer-maintained components, including without limitation, lamps, filters, batteries, items in the sample path, valves, tips and tubing, other similar parts with limited life expectancy referenced in the Product's applicable operating manual, or any other item intended to be replaced by a Customer.

#### *14.5 Remedies.*

14.5.1 Bio Imaging Asia shall not be liable for breach of the warranties set forth in Sections 14.1 through 14.3 unless: (i) Customer gives prompt written notice and a reasonable description of the defective Products to Bio Imaging Asia during the Warranty Period; (ii) if applicable, Bio Imaging Asia is given a reasonable opportunity after receiving the notice to examine such Products and Customer (if requested by Bio Imaging Asia) returns such Products to Bio Imaging Asia's place of business for the examination to take place there; and (iii) Bio Imaging Asia reasonably verifies Customer's claim that the Products are defective.

14.5.2 As Customer's sole and exclusive remedy for breach of the warranties in Sections 14.1 through 14.3, Bio Imaging Asia agrees either to repair or replace, at Bio Imaging Asia's sole option, any part or parts of such Products which prove(s) to be defective within the applicable Warranty Period. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith. Alternatively, Bio Imaging Asia may at any time, in its sole discretion, elect to discharge its warranty obligations hereunder by accepting the return of any defective Product or Software pursuant to the terms set forth herein and refunding the purchase price paid by Customer, pro-rated over the lifetime of the Product or Software license term.

**14.5.3 THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND BIO IMAGING ASIA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 14.1 THROUGH 14.3.**

*14.6 Correction of Defects during Warranty Period.*

14.6.1 Bio Imaging Asia may attempt to diagnose and resolve defects over the telephone or electronically. Customer must follow the problem determination, resolution, and procedure that Bio Imaging Asia specifies. If applicable, Bio Imaging Asia may require the return of a specific part to its depot for service or to assist in problem determination. Bio Imaging Asia shall, at its choice, repair or replace, free of charge, any part that, upon inspection by Bio Imaging Asia, is found to be defective, returning the system to its original functional state. To the extent reasonable and possible, components used in repair will be the same as the original components.

14.6.2 Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination, and resolution may result in increased response-time and additional costs to Customer.

14.6.3 Returned products must be accompanied by a valid RMA provided by Bio Imaging Asia or they will not be accepted. Shipping costs of returned products to Bio Imaging Asia are the responsibility of the Customer. Return shipping from Bio Imaging Asia to the Customer is the responsibility of Bio Imaging Asia.

14.6.4 If Bio Imaging Asia determines that Products for which Customer requested warranty services are not covered by the applicable warranty and Bio Imaging Asia provides repair services or replacement parts not covered by such warranty, Customer shall be responsible for payment of all costs for investigating and responding to such warranty service request at Bio Imaging Asia's then prevailing time and materials rates.

*14.7 Disclaimer.*

IN NO EVENT, AND UNDER NO CIRCUMSTANCE SHALL BIO IMAGING ASIA BE LIABLE TO ANY INDIVIDUAL OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS.

THIS AGREEMENT DOES NOT WARRANTY THE FUNCTION OF THIS SYSTEM WITH UNSUPPORTED OR FUTURE VERSIONS OF COMPUTER HARDWARE, OPERATING SYSTEM SOFTWARE, OTHER 3RD PARTY SOFTWARE.

EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BIO IMAGING ASIA EXPRESSLY DISCLAIMS AND MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCTS AND SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FURTHER, BIO IMAGING ASIA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

**15- INFRINGEMENT INDEMNIFICATION.** Valid for sales in the USA only.

Our Products may be used in a wide range of imaging applications for research use only. No license under any third-party patent is conveyed with the purchase or transfer of this product. Therefore, users of our Products should seek legal advice to determine whether they require a license under one or more of the existing patents for their application.

Notwithstanding the foregoing, Bio Imaging Asia shall have no obligation hereunder to defend Customer against any Claim,

(a) resulting from use of the Product other than as authorized in this Agreement,

(b) resulting from a modification of the Product other than by Bio Imaging Asia,

(c) based on Customer's use of the Product after Bio Imaging Asia recommends discontinuation because of possible or actual infringement,

(d) based on designs, specifications or modifications communicated by Customer which Bio Imaging Asia satisfied,

(e) based on Customer's use of a superseded or altered release of Software if the infringement would have been avoided by use of a current or unaltered release of the Software made available to Customer, or

(f) to the extent such Claim arises from or is based on use of the Product with other products, services, or data not supplied by Bio Imaging Asia if the infringement would not have occurred but for such use. If, as a result of a Claim, Customer must stop using any Product ("Infringing Product"), Bio Imaging Asia shall at its expense and option either (1) obtain for Customer the right to continue using the Infringing Product, (2) replace the Infringing Product with a functionally equivalent non-infringing product, (3) modify the Infringing Product so that it is non-infringing, or (4) accept the return of the Infringing Product and refund the purchase price paid for the Infringing Product, pro-rated over a sixty (60) month period from the date of initial delivery of such Product and less a reasonable amount for use, damage or obsolescence.

**16- LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIO IMAGING ASIA BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BIO IMAGING ASIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL BIO IMAGING ASIA AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BIO IMAGING ASIA FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM UPON WHICH LIABILITY IS BASED.

**17- MISCELLANEOUS.**

17.1 Distribution & Use Restrictions. Customer is not permitted to purchase Products for resale without prior written approval from Bio Imaging Asia.

17.2 Regulatory. If purchased hereunder, Customer agrees to use the Products in accordance with the Product's Intended Use as defined in the documentation and specifications provided with such Product. Where Product is labeled with For Research Use Only or a similar labeling statement and is not for use in medical or diagnostic procedures, Customer acknowledges that the Product has not been approved, cleared, or licensed by any other regulatory entity, whether foreign or domestic, for any specific intended use, whether medical or diagnostic.

17.3 Compliance with Law. Each party shall comply with all applicable laws, regulations and ordinances in performing its obligations under this Agreement. Each party shall maintain in effect all

licenses, permissions, authorizations, consents and permits needed to carry out its obligations under this Agreement.

17.4 Cancellation. Unless otherwise stated on the quotation, all orders once placed are non-cancellable, unless Bio Imaging Asia consents to such cancellation in writing and Customer pays any applicable cancellation and/or restocking charges.

17.5 Waiver. No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party.

17.6 Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, including, without limitation: acts or omissions of the other party; acts of God, including flood, fire, earthquake, or explosion; mandatory or voluntary compliance with governmental regulations, requests, or actions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; national emergency; revolution or insurrection; epidemic; lockouts, strikes or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining raw materials or supplies of adequate or suitable quality; or telecommunication breakdown or power outage.

17.7 Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Bio Imaging Asia. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

17.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17.9 Severability; Amendment and Modification. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

17.10 Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Republic of Singapore, without giving effect to any choice or conflict of law provisions thereof. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Republic of Singapore, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods.

*Updated on March 10, 2021*

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