Invibio
BIOMATERIAL SOLUTIONS

CONDITIONS OF PURCHASE

(September 2026 Edition)

1. **DEFINITIONS -** In these conditions:

"**Affiliates**" means any person or entity that controls, is controlled by or is under common control with a party. For purposes of this definition only, "control" means (a) possess, directly or indirectly, the power to direct the management or policies of a person or entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) own, directly or indirectly, more than 50% of the outstanding voting securities or other ownership interest of such person or entity.

"**Contract**" means the contract formed between INVIBIO and the Seller for the purchase and sale of the Goods and/or any Services, incorporating these conditions;

"data controller", "data processor", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Legislation;

"**Data Protection Legislation**" means all applicable laws relating to the processing of Personal Data, privacy and security, including: (a) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018 and supplemented by section 205(4) of that Act); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (d) the GDPR (Regulation (EU) 2016/679) to the extent applicable; and (e) any laws, regulations, regulatory requirements and codes of practice relating to the processing of Personal Data and privacy applicable to either party from time to time, in each case as amended, extended, re-enacted or replaced from time to time.

"**Deliverables**" means all Documents, products and materials developed by the Seller or its agents, sub-contractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);

"**Document**" means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

"**Free Issue Materials**" means any materials made available to the Seller by INVIBIO free of charge for incorporation by the Seller into the Goods to be supplied to INVIBIO;

"**Goods**" means the goods and/or materials as ordered by INVIBIO from the Seller hereunder, and/or any of them (as described in any Specification);

"**INVIBIO**" means Invibio Limited (registered in England under number 4088050) whose registered office is Victrex Technology Centre, Hillhouse International, Thornton Cleveleys, Lancashire FY5 4QD;

"**INVIBIO Personal Data**" means any personal data which may be supplied by INVIBIO to the Seller under the Contract and/or which the Seller (and/or any Sub-Processor) generates, collects, stores, transmits or otherwise processes on behalf of INVIBIO.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Purchase Order**" means a written instruction from INVIBIO detailing the Goods and/or Services to be delivered or provided on a specified date; and

"**Seller**" means the person, firm or company to whom the Purchase Order is addressed and who is to supply or procure the supply of the Goods and/or Services;

"**Services**" means the work and/or services as ordered by INVIBIO from the Seller hereunder, and/or any of them;

"**Sub-Processor**" means any person or entity which is not a party to the Contract and which is engaged by the Seller to perform any or all of its obligations under the Contract, including for the avoidance of doubt, an Affiliate of the Seller; and

"**Specification**" means the drawings, raw material specifications, notes, documents, technical details and other such information describing the Goods and/or Services.

2. **ACCEPTANCE**

(a) This Purchase Order constitutes an offer on INVIBIO's part to purchase the Goods and/or Services at the prices stated in the Purchase Order and upon these conditions.

(b) This Purchase Order shall be deemed accepted on the earlier of: (i) the Seller issuing a written acceptance of the Purchase Order; or (ii) the Seller doing any act consistent with fulfilling the Purchase Order, at which time the Contract shall come into existence.

(c) The Seller hereby acknowledges that acceptance of INVIBIO's Purchase Order implies acceptance of these conditions which shall override any terms and conditions attached to the supply of the Goods and/or Services by the Seller, and no addition to or variations of these conditions shall be made (and if made shall not be valid) unless agreed in writing by INVIBIO.

3. **DELIVERY**

(a) Goods shall be delivered and/or Services shall be provided and completed on the date or during the period specified in the Purchase Order or if no date is specified, within a reasonable period provided that INVIBIO shall be under no obligation to accept delivery/provision before the specified date, but reserves the right to do so. The Seller shall give reasonable notice of the proposed time and date of actual delivery/provision. The Seller shall give notice of any likely delay in supply as soon as practicable.

(b) All Goods must be delivered to and Services provided at the delivery address(es) specified in the Purchase Order and if not specified, at such address as INVIBIO shall specify in due course. INVIBIO may refuse delivery of Goods or acceptance of the Services not so delivered/supplied, or may at its option arrange for delivery or provision to the address at the expense and risk of the Seller. All Goods shall be delivered free of charge unless otherwise agreed in writing by INVIBIO.

4. **SPECIFICATION**

(a) All Goods and Services will conform to their relevant Specification. The method of manufacture of the Goods and/or raw materials used in the Goods must be in accordance with the Specification and shall not be changed without prior authorisation in writing by INVIBIO.

(b) Any proposed changes to a Specification, or the method of manufacture of the Goods and/or the raw materials used in the Goods, must be notified to INVIBIO when acknowledging the Purchase Order and agreed in writing by INVIBIO.

(c) The Seller shall implement an appropriate quality management system and retain quality records for a period of at least 5 years or such other period as INVIBIO may notify to Seller in writing.

(d) Where requested, the Seller shall provide test specimens for inspection/verification, investigation or auditing.

5. **REJECTION**

(a) In the case of Goods delivered by the Seller not conforming with the Contract (including any Specification) in any respect or being unfit for the purpose for which they are intended to be used INVIBIO shall have the right to reject them. The making of payment shall not prejudice INVIBIO's rights under this clause.

(b) Where Goods are so rejected such Goods shall after notice thereof to the Seller be held by INVIBIO and returned to the Seller by INVIBIO at the Seller's sole risk and expense or, at INVIBIO's option, the Seller shall collect the same. In this event INVIBIO shall be at liberty to terminate the Contract forthwith, without prejudice to any other rights and remedies of INVIBIO under the Contract or otherwise howsoever, and to supply itself elsewhere with goods or materials similar to those in respect of which default has been made and the Seller will indemnify INVIBIO against any loss INVIBIO may sustain by reason of such default.

6. **PRICE**

INVIBIO shall pay to the Seller in the manner laid down in the Purchase Order the agreed purchase price which is calculated in accordance with or is recorded in the Purchase Order and which shall unless otherwise agreed in writing by INVIBIO be and remain firm.

Invibio
BIOMATERIAL SOLUTIONS

7. **TERMS OF PAYMENT**

(a) Unless otherwise stated in the Purchase Order or agreed in writing by INVIBIO beforehand and subject to the prompt receipt of a valid invoice for the Goods or Services, payment will be made within 60 days from receipt of such valid invoice.

(b) The Seller may charge interest on any late payments by INVIBIO (other than late payments which are disputed by INVIBIO) at a rate of 3% per annum above the base rate of Barclays Bank plc from time to time.

8. **INCOTERMS**

The latest edition of Incoterms (currently Incoterms 2020) shall apply to all purchases from overseas and the relevant Incoterm shall be the one referred to in the Purchase Order. Where there is any conflict between the Purchase Order or these conditions and the Incoterms, the Purchase Order and these conditions shall prevail.

9. **CANCELLATION**

INVIBIO may cancel the Contract at any time subject to a minimum of seven days' written notice and INVIBIO shall pay the Seller such a sum as may be equitable in respect to work performed prior to cancellation which directly relates to the cancelled Contract.

10. **SELLER'S DEFAULT OR INSOLVENCY**

(a) If the Seller commits a breach of contract which is irremediable, or where the breach is capable of remedy fails within ten days of notice by INVIBIO to rectify the breach, INVIBIO may, without prejudice to any other of its rights terminate the Contract by notice in writing.

(b) If any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Seller or if the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Seller) or becomes insolvent or bankrupt or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Seller or if the seller ceases or threatens to cease to carry on business or if the financial position of the Seller deteriorates to such an extent that in the reasonable opinion of INVIBIO the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy, INVIBIO shall be entitled, without prejudice to any other of its rights, to terminate and/or enforce the Contract forthwith by written notice to the Seller without liability to the Seller of any kind. In such event it shall be lawful for INVIBIO to enter the premises where the Goods or other materials are situated and take possession of the Goods and any other materials the property in which has passed to or is vested in INVIBIO.

11. **FORCE MAJEURE**

If the Seller is prevented, hindered or delayed in the performance of its obligations by an event or circumstance beyond its reasonable control which could not reasonably have been avoided by the exercise of reasonable diligence (each a "Force Majeure Event"), the Seller shall not be liable for such failure or delay, provided that it:
(a) promptly notifies INVIBIO of the Force Majeure Event;
(b) uses all reasonable endeavours to mitigate its effects; and
(c) resumes full performance as soon as reasonably practicable.
A Force Majeure Event shall not include events arising from the Seller's lack of funds, failures of the Seller's systems, personnel or subcontractors, or failures in the Seller's supply chain.
The Seller may suspend performance of its affected obligations for the duration of the Force Majeure Event. Where the Force Majeure Event continues for such period that INVIBIO reasonably considers it to be commercially impracticable to continue the Contract, INVIBIO may terminate the Contract (or any affected part of it) with immediate effect by written notice.
For the avoidance of doubt, a Force Majeure Event shall not relieve a party's obligation to pay amounts properly due and payable.

12. **PROPERTY AND RISK**

Subject only to clause 13 (Free Issue Materials) property and risk in Goods supplied under the Contract shall remain with the Seller until they are delivered to and signed for as accepted by INVIBIO provided that if the Goods are subsequently rejected by INVIBIO for any reason whatsoever and whether or not INVIBIO is entitled to do so in accordance with the terms herein property and risk in the Goods shall revert to the Seller.

13. **FREE ISSUE MATERIALS**

Where INVIBIO provides Free Issue Materials to the Seller they shall remain the property of INVIBIO but shall be at the risk of the Seller during the period they remain in the Seller's possession. Seller shall maintain all such Free Issue Materials in good order and condition and shall use them economically and solely in accordance with the Contract. Surplus Free Issue Materials shall be disposed of at INVIBIO's direction. Waste or loss of Free Issue Materials shall be made good at the Seller's expense.

14. **PACKAGING**

(a) All Goods must be packed by or on behalf of the Seller securely so as to be delivered to INVIBIO in perfect condition and in the event that the Goods are not delivered in perfect condition it shall be deemed that the Goods were not packed in accordance with this provision.

(b) Packaging shall be clearly marked with any appropriate instalment number and shall be in accordance with any requirements specified from time to time by INVIBIO, and all Goods and materials supplied will carry such information as specified by INVIBIO. Packages containing Goods supplied against our drawings, part numbers or catalogues must be marked with the appropriate reference or as otherwise directed by INVIBIO.

15. **HAZARDOUS GOODS & DANGEROUS SUBSTANCES**

(a) All hazardous Goods must be marked by Seller with international danger symbol(s) and display name of material in English. Transport and other documents must include declaration of hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. SELLER'S ATTENTION is drawn to all UK and International Agreements relating to the packing, labelling and carriage of hazardous Goods and Seller must comply with all statutory or other regulations (including without limitation the UK REACH Regulations 2006 or similar legislation which may be applicable in any relevant jurisdiction) and observe all codes of practice which are applicable.

(b) As soon as possible following the acceptance of a Purchase Order the Seller shall supply any information and instructions which may be required and in particular regarding any potential hazards known or believed to exist to ensure that Goods supplied are transported, handled, stored and used correctly and in a manner likely to avoid any danger to the health or safety of INVIBIO's employees or any other persons on INVIBIO's premises or those of its sub-contractors to whom delivery is made.

16. **SELLER'S WARRANTIES**

The Seller undertakes and warrants that:

(a) Goods supplied to INVIBIO shall be manufactured, and (where applicable) packaged, with competence and due care, be of satisfactory quality and fit for the purposes for which they are required by INVIBIO and shall comply in every respect with all relevant Specifications and any statute, statutory order, directive or regulation or relevant British Standard (or equivalent required expressly by INVIBIO) in force at the time of delivery;

(b) all action required to minimise and eliminate any risk to health and safety resulting from use of the Goods for the purpose for which they are designed has been carried out and that any information which is relevant, in any way whatsoever, to risks to health or safety will be brought to the attention of INVIBIO in writing upon acceptance of the Purchase Order. INVIBIO has the right to demand and receive proof that the above undertakings have been carried out;

(c) it has disclosed any circumstances known to the Seller which would reduce the lifespan of the Goods and, furthermore, hereby undertakes to inform INVIBIO in writing of any such information that should at any time in the future come to the Seller's attention (with such disclosure to be without prejudice to any rights or remedies INVIBIO may have in respect of the relevant Goods);

(d) all Goods and Services shall be supplied in accordance with all then applicable legislation and/or standards, including all provisions relating to health and safety and noise emission, and the Seller shall provide all certificates reasonably requested by INVIBIO to evidence the Seller's compliance with such applicable legislation;

(e) without prejudice to the generality of the warranty at clause 16(d) the Seller shall not use in the supply of the Goods and Services materials sourced directly or indirectly from conflict-affected and high-risk territories and shall comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas;

(f) all Services supplied to INVIBIO will be supplied with competence and due care and skill by suitable, qualified and experienced personnel in accordance with INVIBIO instructions for the provision of such Services and will comply in every respect with all Specifications (whether provided or specified by INVIBIO to the Seller);

(g) during the term of provision of Goods and/or Services to INVIBIO the Seller shall carry insurance cover in such amount and in respect of the Seller's obligations under the Contract and such risks as INVIBIO shall require from time to time, including (without prejudice to the generality of the foregoing) Product Liability and Public Liability insurances (or similar) in respect of all employees, agents and sub-contractors of the Seller as shall be on INVIBIO premises at any time for, or in connection with, the provision of the Services; and

(h) the Seller will bring to the attention of all employees, agents sub-contractors and representatives of the Seller as shall be involved in any way in the provision of Services to INVIBIO, the requirement of INVIBIO health and safety requirements and contractors on-site requirements and the Seller shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Seller.

17. **REMEDIES**

Without prejudice to any other remedies it may have under the Contract or otherwise, if the Seller does not provide the Goods and/or Services in accordance with these conditions INVIBIO may:

(a) terminate the Contract with immediate effect by giving written notice to the Seller;

(b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Seller attempts to make;

(c) recover from the Seller any costs incurred by INVIBIO in obtaining substitute goods and/or services from a third party;

(d) require the Seller to re-perform the relevant Services;

(e) where INVIBIO has paid in advance for Services that have not been provided by the Seller and/or Goods which have not been delivered by the Seller, to have such sums refunded by the Seller; and/or

(f) claim damages for any additional costs, loss or expenses incurred by INVIBIO which are in any way attributable to the Seller's failure to meet such dates.

18. **INDEMNITIES**

(a) The Seller will indemnify and shall keep INVIBIO fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, losses (including consequential loss) and demands incurred by INVIBIO, directly or indirectly as a result of the Seller's breach of any of the warranties and undertakings contained in Clause 16 above or any other warranties and conditions in respect of the Goods and/or Services (as the case may be), whether express or implied, by statute or otherwise.

(b) Without prejudice to the foregoing, in the event of any employee of INVIBIO or any other person on INVIBIO premises being injured or otherwise suffering loss through any default or negligence on the Seller's part (including without prejudice to the generality of the foregoing any failure by the Seller or the Seller's agents, employees or sub-contractors to comply with any provision of the Health & Safety at Work Etc Act 1974 (and any amendments or modifications thereof) or any regulations or code of practice thereunder) the Seller will indemnify INVIBIO in respect of any action, civil or criminal, which may result.

(c) The Seller shall fully indemnify INVIBIO against any and all actions, costs, claims, liabilities, demands and expenses arising from or incurred by reason of any infringement of any third party patent, registered design, trade mark, copyright or other industrial or commercial rights of a similar nature, by the use or sale of any goods or materials or Services supplied by the Seller (including Goods and Services) but this indemnity shall not apply to Goods made to INVIBIO design or where the infringement results from the making up of goods or materials by INVIBIO.

(d) The Seller will indemnify INVIBIO against all loss, damage, costs, claims and expenses arising from any negligent acts and/or omissions of the Seller's employees, agents, sub-contractors or representatives (save to the extent that such loss, damage, costs, claims or expenses arise from negligent acts and/or omissions of INVIBIO employees, agents, sub-contractors and representatives).

(e) The Seller undertakes to insure itself against any and all liability under this Contract and INVIBIO has the right to demand proof in writing that this insurance requirement has been complied with. All monies received by the Seller under this clause are to be held in trust for INVIBIO.

19. **INVIBIO'S RIGHT IN MATERIALS**

(a) Any samples, prototypes, Free Issue Materials, specifications, plans, process know-how, drawings, patterns, design formulae or any written instructions or confidential information supplied by INVIBIO (or a customer of INVIBIO) or produced by the Seller in connection with the Contract shall remain the property of INVIBIO (or where relevant the customer of INVIBIO) and must be returned to INVIBIO on fulfilment of the Contract at the expense of the Seller. Any such information and information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall not, without the written consent of INVIBIO, be used for the supply of Goods to any third party, or copied, published or disclosed to any third party except for the purpose of carrying out this Contract.

(b) The Seller shall keep in good condition the information and matters referred to in this clause and shall provide for insurance of the property at its full value for INVIBIO. The Seller shall provide proof of compliance with this insurance requirement on demand.

20. **CONFIDENTIALITY**

Each party agrees that all information received from the other party under the Contract, including the nature of the Goods and/or Services to be provided by the Seller and the existence of any Contract shall be maintained in confidence and not disclosed to others, and the receiving party agrees not to use such information for any purpose other than the fulfilment of a Contract without the prior written consent of the other party. Each party shall use the same standard of care to protect the confidentiality of information received from the other party as it uses to protect its own confidential information, and shall limit disclosure of such information to those of its personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of such information. Seller shall expressly not, without the prior written consent of INVIBIO, advertise, or make public in any way, any business association between Seller and INVIBIO arising from the provision of Goods and/or Services to INVIBIO, or the existence of any Contract, and the nature of any Goods and/or Services provided to INVIBIO.

21. **ANTI-BRIBERY**

(a) Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction relevant to the parties and the supply of the Goods and/or Services ("**Applicable Bribery Law**"). No party shall place the other in breach of the Applicable Bribery Law.

(b) Each party shall maintain in place throughout the term of this Contract its own adequate policies and procedures to ensure compliance with the Applicable Bribery Law, and will enforce them where appropriate. Where requested, both parties shall promptly answer reasonable enquiries relating to those policies and procedures.

(c) The Seller shall promptly report to INVIBIO any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Contract.

(d) The Seller shall ensure that any of its personnel who perform Services or provide goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this clause ("**Applicable Bribery Terms**"). The Seller shall be responsible for the observance and performance by its personnel of the Applicable Bribery Terms, and shall be directly liable to INVIBIO for any breach by such persons of any of the Applicable Bribery Terms.

(e) Breach of this clause shall be deemed a material breach and not capable of remedy.

(f) In order to determine the Seller's compliance with this clause, INVIBIO shall have the right to inspect the Seller's records such as travel and entertainment expenses and other disbursements incurred on behalf of INVIBIO or in the course of providing the Goods and/or Services.

(g) The Seller is aware of INVIBIO's Code of Conduct and agrees that it will observe the terms thereof.

22. **LICENCES AND CONSENTS**

If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Seller supplying the Goods and/or the Services, the Seller shall obtain the licence or consent at its own expense and produce evidence of it to INVIBIO on demand.

23. **DATA PROTECTION**

(a) The categories of INVIBIO Personal Data to be processed by the Seller and the processing activities to be performed under the Contract are set out in the Contract.

(b) To the extent that the Seller gets access to any personal data from INVIBIO or during the supply of the Goods and/or Services, the parties agree that the Seller processes such personal data on behalf of and as a data processor for INVIBIO, save where the Seller processes such data for the purpose of managing its business relationship with INVIBIO.

(c) Upon termination or expiry of the Contract, the Seller shall, at INVIBIO's request, promptly delete or return all INVIBIO Personal Data and delete the copies thereof (unless applicable law requires the storage of such INVIBIO Personal Data) and shall certify to INVIBIO that it has done so.

(d) The Seller shall:

(i) only process INVIBIO Personal Data in accordance with the documented instructions given from time to time by INVIBIO, including with regard to transfers, unless required to do otherwise by applicable law. In which event, the Seller shall inform INVIBIO of the legal requirement before processing INVIBIO Personal Data other than in accordance with INVIBIO's instructions, unless that same law prohibits the Seller from doing so on important grounds of public interest;

(ii) implement appropriate technical and organisational measures to protect INVIBIO Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, which shall include any information security policies and procedures of INVIBIO which INVIBIO notifies to the Seller from time to time;

(iii) without prejudice to any other provisions of the Contract, ensure that its personnel are subject to binding obligations of confidentiality with respect to INVIBIO Personal Data;

(iv) to the extent possible and taking into account the information available to the Seller, provide cooperation and assistance to INVIBIO as INVIBIO may require to allow INVIBIO to comply with its obligations as a data controller, including in relation to data security, data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfilment of data subject's rights; and

(v) promptly, and without delay, notify INVIBIO in writing of any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of INVIBIO Personal Data.

(e) The Seller shall make available to INVIBIO all information reasonably necessary to demonstrate its compliance with the obligations set out in this clause 23 and allow for and co-operate with any audits, including physical inspections of the Seller's premises, required by INVIBIO.

(f) The Seller shall not authorise any third party or Sub-Processor to process the INVIBIO Personal Data other than with the prior written consent of INVIBIO. Where INVIBIO gives such consent, Seller shall impose obligations on its Sub-Processors that are the same as or equivalent to those set out in this clause 23 by way of written contract, and shall remain fully liable to INVIBIO for any failure by a Sub-Processor to fulfil its obligations in relation to the INVIBIO Personal Data.

(g) The Seller shall ensure that no INVIBIO Personal Data is processed outside the European Economic Area (EEA) without the express prior written consent of INVIBIO. If INVIBIO gives such consent, the Seller shall comply with the requirements of INVIBIO to ensure that adequate safeguards are put in place to protect INVIBIO Personal Data.

24. **EXPORT CONTROLS**

(a) Notwithstanding anything to the contrary herein, nothing in this Contract is intended, and nothing herein should be interpreted or construed, to induce or require either party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalised or prohibited under any laws, regulations or decrees or other mandatory official government requirements of the United Kingdom or the United States of America, EU or UN (as may be amended from time to time) applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

(b) The Seller agrees not to provide Goods or procure Services directly or indirectly from any country which is United Kingdom or the United States of America or EU or UN or other applicable government embargoed (or becomes so embargoed). Furthermore, the Seller hereby agrees to indemnify INVIBIO for all costs, liabilities, direct damages, claims, for any breach of this clause 24.

25. **RIGHTS OF THIRD PARTIES**

(a) The Seller agrees that the controls, benefits, rights, licences and indemnities granted to INVIBIO under the Contract are also granted to INVIBIO's Affiliates and that any loss suffered by INVIBIO or its Affiliates as a result of any action or omission under the Contract shall be deemed to be a loss of INVIBIO and recoverable from the Seller under the Contract.

(b) Other than as set out in clause 25(a) above, a person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms .

26. **INTELLECTUAL PROPERTY RIGHTS**

(a) The Seller assigns to INVIBIO, with full title guarantee and free from all third-party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

(b) At its own expense, the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract, including securing for INVIBIO all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to INVIBIO in accordance with clause 26 (a).

(c) The Seller shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

27. **ASSIGNMENT AND SUB-CONTRACTING**

(a) The Seller shall not without the written consent of the INVIBIO assign any of the rights of the Seller or sub-contract any of the obligations of the Seller provided for by this Contract to any third party.

(b) The Seller shall ensure that any approved sub-contractor is contracted on terms no less onerous than this Contract (but the Seller acknowledges that this shall not affect its liability for failure to perform its obligations under this Contract).

28. **COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**

(a) In performing its obligations under the Contract, the Seller shall:

i. comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;

ii. comply with the Invibio Modern Slavery and Human Trafficking Policy and the Invibio Supplier Standards Handbook;

iii. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

iv. where subcontracting is permitted, include in its contracts with its subcontractors and Sellers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.

29. **RIGHT OF ENTRY**

INVIBIO, its customers, and regulatory agencies reserve the right of access to the Seller's applicable facility and records to determine compliance to requirements.

30. **USE OF ARTIFICIAL INTELLIGENCE**

The Seller shall not use artificial intelligence or machine-learning systems in connection with the Services or INVIBIO's confidential information except to the extent strictly necessary to perform its obligations under this Contract and **only where**:

(a) INVIBIO's confidential information is **not used to train, fine-tune, improve or develop** any artificial intelligence or machine-learning model;

(b) the artificial intelligence or machine-learning system is operated within a secure, access-controlled environment designed to prevent unauthorized access, disclosure, retention or reuse of INVIBIO's confidential information; and

(c) INVIBIO's confidential information is **not made available to, accessed by, or used for the benefit of** any third party without prior written consent from INVIBIO, other than the Seller's personnel acting under written confidentiality obligations no less protective than those set out in this Contract.

AI-Generated Output

All deliverables, work product, materials or other outputs generated by or with the assistance of artificial intelligence or machine-learning systems in connection with the Services ("**AI Output**") shall be deemed works made for hire to the extent permitted by law. To the extent not deemed works made for hire, the Seller hereby assigns to INVIBIO all right, title and interest in and to the AI Output, including all intellectual property rights.

Warranty and Indemnity

The Seller represents and warrants that the AI Output and the Seller's use of artificial intelligence or machine-learning systems in connection with this Contract shall not infringe or misappropriate the intellectual property or other rights of any third party and shall comply with applicable law.

The Seller shall indemnify and hold harmless INVIBIO from and against all losses, claims, damages, liabilities, costs and expenses arising out of or in connection with any breach of this clause 30.

31. **LAW**

These conditions and any Contract made under them shall be governed by and construed in accordance with English Law and the courts of England shall have non-exclusive jurisdiction.