

Supplemental Terms and Conditions for Consultancy Services

These Supplemental Terms and Conditions for Consultancy Services (the “**Consultancy Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of technical consultancy services by MXNS (“**Consultancy Services**”). These Consultancy Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any Service Order, proposal or agreement for Consultancy Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Timing

If MXNS requires information from Customer for the execution of the Consultancy Services, the term for the execution does not begin before the Customer has supplied MXNS with the correct and complete information.

2. Cancellation or Postponement.

If MXNS receives a written cancellation or postponement notification from Customer of a Service that is confirmed and scheduled to be performed, MXNS may charge, and Customer agrees to pay a cancellation or postponement fee. If MXNS receives Customer’s notice within 10 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 50% of the Service fee. Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’ reputation or require MXNS to provide non-monetary concessions to its suppliers and contractors. Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

3. Contract Extras

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MXNS’s opinion and have an effect on the volume of the work agreed within the framework of the Service Order changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Service Order, MXNS shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2. The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MXNS and the Customer may be affected due to additions or changes to the Service Order.

4. Pricing and Invoicing

4.1. If any fees are required under the Service Order to be paid prior to the commencement of the Consultancy Services, at completion of the Consultancy Services by MXNS, any such advance payment by Customer will be credited against the last invoice.

4.2. Unless specifically stated in the Service Order, the Fees do not include any travel fares & accommodation expenses. If any, these expenses will be charged at cost.

5. Miscellaneous

5.1. MXNS may utilize the services of employed and contracted consultants to deliver the Consultancy Services.

5.2. During the term of the Contract and for a period of one (1) year thereafter, Customer will not solicit, for the purposes of employment or retention as an independent contractor, any of MXNS’s employees or contractors involved in providing the Consultancy Services. The foregoing will not prohibit Customer from hiring any individual who applies for a position in response to a general advertisement for employment or hire.

5.3. During the course of performing the Consultancy Services, MXNS may take pictures of the Customer’s facilities.