

GENZYME LTD (UK)
TERMS AND CONDITIONS OF PURCHASE

These conditions shall have precedence over any printed conditions appearing in any acceptance forms, delivery note or other documents or letter emanating from you, and such conditions shall have no effect whatsoever except in so far as they confirm the terms of this order.

ACCEPTANCE

1. This order is liable to cancellation by us if not acknowledged within 7 Days of the date on which we despatched the Order.

PROCEDURE

2. The Company shall not be liable for any order or amendments thereto other than those issued or confirmed on our official printed Order of amendment forms duly signed on our behalf. To the extent that any of the terms and conditions appearing on the Purchase Order differ from those contained in any documents rendered by the Supplier prior to the Purchase Order, then the Purchase Order shall constitute acceptance of the conditions set out on the purchase order and a waiver of any terms and conditions which a supplier has previously sought to impose.

CANCELLATION/POSTPONEMENT

3. The Company reserves the right to cancel this order or any part of it in the event that:
 - (a) the material or goods to be supplied are not received by us or the work to be carried out is completed by the date specified in our order, or
 - (b) The material or goods supplied or the work carried out do not comply strictly with the description, specification and drawings relating thereto and such fault is not rectified within 14 days, or
 - (c) The materials or goods supplied by you or the work to be carried out by you being below the specified standard or failing to pass such inspection or test may be required by us, our customer or his agent.

In any event we shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly out of the foregoing circumstances.

4. In the event of any strike, lockout, fire, explosion, accident or any stoppage of our business or matter of this order, the delivery of such goods or the completion of such work and the payment thereof may be suspended or postponed at our option until the circumstances preventing or hindering the use of such goods or work have ceased.
5. The Supplier shall forthwith inform us of any likely delay in delivery, despatch or completion and without prejudice to any other right on our part the Company shall be entitled to cancel this order under the terms of condition 3 thereof if such delay is likely to seriously jeopardise the purpose of the order.
6. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packing and delivery of the goods and the performance of any services.
7. If the goods are to be delivered by instalments, the contract will be treated as a single contract and not severable.

SUB-CONTRACTING OR ASSIGNMENT

8. None of the obligations to be performed by you in accordance with this order is to be sub-contracted or assigned by you except as is customary in the trade without our consent in writing which consent shall not be unreasonably withheld. Any sub-contractor or assignee shall be made aware of the terms and conditions contained herein and unless that sub-contractor or assignee agrees to be bound by these terms and conditions the withholding or our customer pursuant to the previous terms shall be deemed to be reasonable.

INSPECTION

9. Our inspector or representative, or Inspector of representative of our customer, or his agent shall be entitled on our authority to inspect the goods or work at any reasonable time subject to reasonable notice at your works or at the works of any of your sub-contractors. Such inspection does not relieve you of any liability nor does it imply acceptance of the goods or work which are the subject matter of this order. Terms for 'Quality Assurance' of deliveries are contained at the end of these conditions.

DELIVERY/TRANSPORT/PACKING

10. Any time or period given for delivery or despatch shall be of the essence.
11. All goods supplied against this order must be adequately protected against damage and deterioration in transit and delivered, carriage paid or as otherwise agreed in writing and must bear the description and quality of the contents and our order number on the packages thereof.
12. The goods shall be carried at your risk and delivered to us at the point designated in this order between the hours of 9 am and 5 pm at the Haverhill and Oxford Sites, and between 9am and 4.30pm at the Kent site, on the due date for delivery unless otherwise indicated by us. On delivery to us all property in the goods shall pass to us unless payment for the goods is made prior to delivery, when title shall pass to us once payment has been made and the goods have been appropriated to the contract..
13. No concession on our part with respect to delay, despatch or completion shall be constructed as a waiver of our rights and remedies unless we specifically agreed in writing.

PAYMENT

14. All prices are exclusive of any applicable Value Added Tax (which shall be payable by us subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the specified address, and any duties or levies other than value added tax. No increase in the price may be made without our prior consent in writing.

15. Inattention to the following details may mean a delay in payment but no prompt payment discount shall be forfeited by us on account of your failure:
 - (a) To send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as maybe indicated on this order, or
 - (b) To send a monthly statement of account quoting the invoice numbers applicable to each item thereon, or
 - (c) To mark clearly our order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all correspondence relating thereto.

PATENT/COPYRIGHTS

16. All tools, patents, materials, drawings, specifications and other data provided by us in connection with this order will remain at all times our property and are to be surrendered to us, on completion of the order and are to be used by you solely for the purpose of completing the same. It is specifically agreed that in supplying us with the goods you obtain no intellectual property rights of any kind in any patents, copyright, registered or unregistered designs, of Genzyme Limited or any such rights in any information or details of patents, drawings, specifications, or other data supplied to you by us.
17. The supplier guarantees that the sale of these products will not infringe any British or foreign patent trade name or registered design, or other intellectual property rights and undertakes to keep us indemnified against all actions, judgements, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement and undertakes at his own expense to defend or assist in the defence of any suit or action which may be brought on this connection.
18. This order and ensuing subject matter hereof shall be treated as confidential between the Supplier and the Company and shall not be disclosed by the Supplier to any assignee or sub-contractor of the Supplier, to any third party or used by the Supplier or any such assignee or sub-contractor or third party for advertisement, display or publication without the prior consent in writing of the company.
19. The Supplier will keep the Company indemnified (except in respect of designs provided by the Company) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, copyrights or trade marks in relation to this order and in relation to the use of articles or processes to this order.

DEFECTIVE MATERIAL/WORKMANSHIP

20. The Supplier will keep the Company indemnified in respect of all loss and/or expenses which results during or after proper use directly or indirectly of defective materials, goods, workmanship or design supplied and in addition you will repair, replace or reinstate at the Company's option the defective item or items free of charge.
21. The Supplier shall reimburse the Company in the event of any damage to the Company's property and against any claims for loss or injury to any person or to the property of any person by reason of the Supplier's negligence or any act or omission on the part of the Supplier's employee's, sub-contractors, or agents arising out of the execution of this order.
22. If the Supplier shall become bankrupt or go into liquidation or if a notice should be issued rectifying a resolution for winding up or if a receiver or administrative receiver shall be appointed over the assets or if a petition for winding up should be presented to a competent court or an analogous act, event or procedure shall be done or suffered by the Supplier under any other law applicable to the Supplier or if the Supplier shall cease to trade or threaten to cease to trade the company shall have the right to summarily terminate this order.
23. This order shall be constructed in all respects in accordance with English law and any claims shall be subject to the jurisdiction of the English Courts. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the company is entitled in relation to the material or goods ordered by virtue of statute or common law.

QUALITY ASSURANCE AND INSPECTION

- A1. This order is subject to inspection on delivery. Notwithstanding this, all goods are to be approved by the Supplier's Quality Assurance organisation to comply fully with the requirements of this order.
- A2. This order is subject to an inspection at the Supplier's work at the Company's option, please inform the Company's purchasing department when goods are available for Inspection.
- A3. Each delivery of goods must be supported by a certificate of conformance signed by a senior member of the Supplier's staff responsible for Quality Assurance/Inspection stating his position or status in their Quality Assurance/Inspection organisation. The certificate of conformance shall read as follows:
The items on Delivery Note(state your no.) have been inspected and tested to Drawing and/or Specification No.....(here quote relevant drawing, specification and issue numbers) and have been found to conform in all respects to the requirements of Order No.....
- A4. Each delivery of material shall be supported by a certificate of chemical and mechanical analysis, or an authenticated copy of same.
- NB. Certificates or release documents shall be supplied with the relevant goods or materials and shall bear the order number referenced hereon in full.