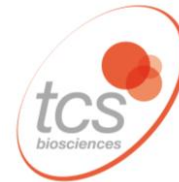


Terms and Conditions (Services)



1. Contracts

1.1 Contracts with TCS Biosciences Limited ('the Company') shall be for the supply of the Company's Services ('the Services') and shall be subject to these Terms and Conditions.

1.2 The estimate or quotation of the Company comprises an invitation to treat which is open for a period of twenty eight (28) days from the date thereof unless otherwise specified in writing **PROVIDED THAT** the Company has not previously withdrawn it. Any order issued by the Customer is subject to acceptance by the Company and a contract will only be formed when the Company has accepted the Customer's offer and Company has notified Customer in writing of the Services that will be provided. Any offer made by the Company orally must be confirmed in writing by the Customer.

1.3 All orders are accepted under these Terms and Conditions alone and supersede all previous agreements and exclude any purported terms and conditions in the Customer's order.

1.4 No servant or agent of the Company has authority to make any representation or give any warranty in relation to the Services other than in the documents enclosed with the Company's quotation or acknowledgement of order.

2. Quotations and Prices

2.1 Customers will be invoiced by the Company at the Company's prices for the Services at the time of the invoice.

2.2 Prices quoted in the Company's quotation or price lists:

- a) are those then current and shall not be binding on the Company as may be subject to change.
- b) do not include Value Added Tax, or any other tax, levy, duty or surcharge whether imposed before or after making the Contract.

2.3 If appropriate, packing and postage or carriage and a small handling charge may be charged extra at the Company's discretion.

3. Orders

3.1 All Orders by the Customer:

- a) must be numbered.
- b) must identify the Services ,a description of the Services and job specification or instruction sheet. .
- c) must specify the address to which the invoice is to be sent.

3.2 Orders made by telephone must be confirmed in writing by the Customer within 48 hours on order forms marked 'Confirmation of telephone order'.

4. Variations

No variation of any Contract shall be valid and binding unless the terms thereof have been agreed in writing by both the Company and the Customer.

5. Catalogues, etc

Any description of the Services provided by the Company or appearing in the Company's catalogues, brochures, and other publications is believed to be correct and up-to-date but is not warranted by the Company. The Company accepts no responsibility for the accuracy of any description provided from information from a third party supplier.

6. Provision of Services

6.1 The Services will be provided using reasonable skill and care.

6.2 In the event that the Services are proved to have been provided with defects, the Company will re-perform the affected Services at no additional cost to Customer. There will be no Services re-performed where the defects are due to events outside the Company's control or which arise due to the Customer's acts, omissions or delays.

7. Limitations of Liability

7.1 To the maximum extent permitted by applicable law, the Company excludes all guarantees, representations, warranties or conditions (whether express or implied, statutory or otherwise). Customer's sole remedy is application of Condition 6.2.

7.2 To the maximum extent permitted by applicable law, the Company shall not be liable for any loss of profits or consequential loss or indirect loss suffered by the Customer (howsoever arising). Non-exhaustive illustrations of consequential or indirect loss would be:

- 7.2.1 loss of revenue;
- 7.2.2 loss of Contracts;
- 7.2.3 damage to property of the Customer, or anyone else;
- 7.2.4 personal injury to the Customer or anyone else (except so far as such injury is attributable to the Company's negligence);
- 7.2.5 site labour costs including removal, replacement or making good or delay or disturbance to other works.

7.3 To the maximum extent permitted by applicable law, the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the price paid for the Services under the relevant order form.

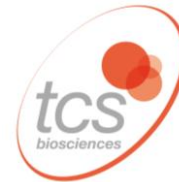
7.4 The Customer shall keep the Company indemnified against all actions, costs, claims and liability arising from faulty or unsuitable instructions given by the Customer or from allegations of breach of Intellectual Property rights of a third party arising out of the Customer's instructions.

8. Products to the Customer's Specification

Where the Company supplies Services to a Customer in accordance with the Customer's specification, any addition or alteration shall be subject to an extra charge and the Customer shall indemnify the Company against all claims, damages, penalties, costs and expenses to which it may become liable through the infringement of the rights of third parties.

9. Delivery of Services

Terms and Conditions (Services)



9.1 The Services will be provided at the times notified to the Customer by the Company in writing.

9.2 Time of delivery of Services is not of the essence.

9.3 The Company shall not be liable for any loss, whatsoever and howsoever arising, caused by its non-delivery of the Services.

10. Inspection/ 10.1 The Customer is under a duty to inform Company of any defects in the provision of the Services as soon as possible following completion of the Services.

10.2 The Company shall be under no liability for any defects that would be apparent on careful inspection if the terms of Clause 10.1 are not complied with, and, in any event, will be under no liability if a written complaint is not delivered to the Company within seven (7) days of completion of the Services detailing the alleged defect.

11. Delay

Any times quoted for provision of the Services are to be treated as estimated only and will not involve the Company in any liability for failure to complete the Services within such time.

12. Force majeure

The Company shall not be liable for failure to comply with the terms of the Contract owing to Acts of God, force majeure, riots and civil commotion, war, disease, strike, lock-out, labour disputes, fire or any other cause whatsoever beyond the Company's control.

13. Payment

13.1 Except where a credit account has been opened for the Customer by the Company, payment shall be made in as soon as the Services have been completed or against a pro-forma invoice.

13.2 Credit account invoices are due for payment 30 days from the end of the month following that in which the invoice is dated. All invoices are strictly net.

13.3 Payment of credit account invoices by their due date is a condition precedent to the fulfilment of the Company's further obligations under the Contract in respect of which such default has been made or any other Contract then subsisting between the Company and the Customer.

13.4 If the Customer fails to make any payment due to the Company by the due date for payment, then, without limiting Customer's other remedies, Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. Customer shall pay the interest together with the overdue amount.

14. Risk

14.1 Any products supplied by the Customer to the Company to be used in the Company's provision of the Services shall be at the Customer's risk and the Customer should therefore be insured accordingly.

Company's sole liability for the Services or any associated damage to Customer products shall be as set out in condition 6.2. ,

15. Cancellation

Contracts and special orders may not be cancelled by the Customer without the written consent of the Company. The Company reserves the right to make a cancellation charge calculated by the Company in relation to any cancelled Services.

16. Insolvency

The Company shall have the right to terminate the Contract forthwith by notice in writing where the Customer becomes insolvent or bankrupt or makes any arrangement with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which the cases the Company shall have no further obligation hereunder and the price for all the Services completed shall become immediately due and payable.

17. Protection of Intellectual Property

17.1 The trademarks, trade names, know-how, copyrights, design rights, goodwill, patents and all other proprietary rights ('the Intellectual Property') arising out of or existing in or upon the Services or the documentation referred to in Clause 5 are the property of the Company or are licensed to the Company.

17.2 The Customer shall not cause or permit anything which may damage or endanger the Intellectual Property of the Company or the Company's Title to it, nor assist nor allow others to do so and shall maintain as confidential both during the Contract as well as at all times thereafter all information relating to the Company, the Services and the Intellectual Property.

17.3 The Customer shall notify the Company of any suspected infringement of the Intellectual Property.

17.4 The Intellectual Property is licensed on a limited non-exclusive basis to the Customer to use for its own purposes but such Licence shall automatically be revoked in the event that any of the circumstances mentioned in Clause 16 apply and in the event that payment is not made in accordance with Clause 13.

18. Notice

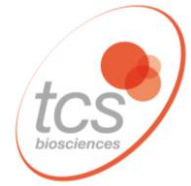
Any notice to be served on either of the parties shall be in writing and sent to the last known address of the recipient or to such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid letter, facsimile transmission or email and shall be deemed to have been effectively served if by hand when delivered, if by first class post forty-eight hours (48) after posting and if by facsimile transmission or email when despatched.

19. Non-assignment

The Customer shall not assign his rights or liabilities under a Contract made subject to these Terms and Conditions.

20. Waiver

Terms and Conditions (Services)



Failure by the Company to endorse a term of the Contract shall not prevent the subsequent enforcement of that or any other term of the Contract.

21. If any provision or part of these Terms and Conditions is held to be invalid, amendments to these Terms and Conditions may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of these Terms and Conditions to the maximum extent permissible under applicable law.

22. Proper Law

Contracts made with the Company shall be governed by and construed according to the laws of England and the Customer agrees to submit to the jurisdiction of English Courts.