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ARRAYJET TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

In this document the following words and expressions shall have the following meanings:

"Acceptance" means acceptance of the Goods or Services by the Buyer in accordance with Clause 5.1;

"Buyer" means the company, firm or person purchasing the Goods and Services from the Seller;

"Contract" means the Quotation and Contract of Sale document supplied to the Buyer by the Seller;

"Delivery" means delivery of the Goods by the Seller in accordance with Clause 5.1;

"Delivery Address" means the premises at the address specified as such by the Buyer in the Contract;

"Goods" means the goods as specified in the Contract (including any part or parts of them);

"Insolvency Event" means, in respect of the Buyer, if: (i) the Buyer ceases or threatens to cease to carry on business; (ii) the Buyer becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; (iii) an order is made or a resolution is passed for the winding up of the Buyer; (iv) an order is made for the appointment of an administrator of the Buyer or an administrator is appointed or notice of intention to appoint such an administrator is given by the Buyer or its directors or any other person; (v) a receiver or manager or administrative receiver is appointed in respect of all or any of the Buyer's assets or undertaking; (vi) circumstances arise which entitle a court to make a winding up order in respect of the Buyer; (vii) the Buyer proposes a voluntary arrangement or any composition, compromise or arrangement with its creditors; or (viii) any circumstances occur in respect of the Buyer or the Buyer takes any steps which are analogous to any of the foregoing in any jurisdiction;

"Price" means the price of the Goods and Services as set out in the Contract to be paid by the Buyer to the Seller in accordance with Clause 4;

"Seller" means Arrayjet Limited, a company registered in Scotland with number SC209936 and having its registered office at Arrayjet Limited, Midlothian Innovation Centre, Roslin, EH25 9RE.

"Services" means the services described in the Contract;

"Shipment" means the date on which the Seller dispatches the Goods for Delivery to the Buyer;

"Technical and Performance Specification" means the document containing a technical and performance description of the Goods attached to this document as Appendix 2;

"Terms and Conditions of Business" means the terms and conditions contained in this document;

"Upgrades" means a scheduled release of an updated version of any software forming part of the Goods as issued by the Seller from time to time;

"User Manual" means the document entitled "User Manual" supplied by the Seller to the Buyer at the point of installation and any updates or amendments thereof communicated to the Buyer by the seller in writing;

"Warranty Period" means a period of twelve (12) months from the date of Acceptance.

Save to the extent that the context or the express provisions of these Terms and Conditions require otherwise, in these Terms and Conditions:-

- (a) words importing the singular shall include the plural and vice versa;
- (b) words importing any gender shall include all other genders;
- (c) any reference to a Clause is to the relevant clause of these Terms and Conditions;
- (d) any reference to an Appendix is to the relevant Appendix to these Terms and Conditions;
- (e) references to these Terms and Conditions or any other document shall be construed as references to these Terms and Conditions or that document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- (f) references to any statute or statutory provision (including any subordinate legislation) include any statute or statutory provision which amends, extends, consolidates or replaces the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

(g) references to a "person" includes any individual firm, company, corporation, body corporate, government, state or agency of a state, trust or foundation, or any unincorporated body, association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

(g) any phrase introduced by the words "including", "include", "in particular" or any cognate expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and

(i) the words "other" and "otherwise" shall not be construed of the same kind as any foregoing words where a wider construction is possible.

The headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.

1. Supply of Goods and Services

1.1 The Buyer agrees to purchase and the Seller agrees to sell the Goods and provide the Services subject to the terms of the Contract.

1.2 The Seller may supply the Buyer with Upgrades from time to time together with any amendments to the User Manual. The Buyer shall install any Upgrades within 4 weeks of receipt and failure to do so may invalidate the Warranty and/or entitle the Seller to terminate the Contract or suspend Delivery of Goods and performance of Services, each at the sole option of the Seller.

1.3 The Buyer confirms it does not "deal as a consumer" for the purposes of section 12 of the Unfair Contract Terms Act 1977.

2. Specification of Goods

2.1 All Goods and Services shall be required only to conform to the Seller's warranted Technical and Performance Specifications (Appendix 2) or as otherwise stated in the Contract. No description, specification or illustration contained in any Seller product pamphlet or other sales or marketing literature and no representation written or oral, correspondence or statement shall form part of the Contract unless there is an express statement to the contrary in the Contract.

3. Price

3.1 The Price is strictly net of taxation. In addition to the Price, the Buyer shall pay value added tax and any import duties and/or additional local purchase taxes where applicable at the appropriate rate prevailing in the relevant territory at the time payment is due.

4. Payment

4.1 Payment must be made by the due date stated on the invoice with cleared funds in the currency of the quotation unless otherwise specified in the Contract. Time for payment of the Price shall be of the essence of the Contract.

4.2 If the Buyer fails to pay any invoice in full on or before the due date for payment then, without prejudice to any other right or remedy available to the Seller, the Seller, at its option, will be entitled to terminate the Contract or suspend Delivery of Goods and performance of Services.

4.3 The Seller shall have the right to charge interest which shall accrue on a day to day basis (both before and after any judgement or order of a court) on all monies which at any time may be overdue for payment pursuant to the terms of the Contract at the rate of 4% per month above the base lending rate of the Bank of Scotland PLC from time to time from the due date until payment is made in full.

5. Delivery

5.1 Unless otherwise agreed in writing between the Seller and the Buyer, delivery of the Goods shall take place at the Delivery Address. The Buyer shall be deemed to have accepted the Goods upon signature by the Buyer of an Acceptance Form (available on request). The Buyer will ensure that a duly authorised representative of the Buyer will be present at the Delivery Address on delivery of the Goods. The person who attends the delivery on behalf of the Buyer will be conclusively deemed to have authority to sign the Acceptance Form.

5.2 Any date or time given by the Seller for Delivery and performance of the Services shall be an estimate only. Time for Delivery and performance of the Services shall not be of the essence of the Contract.

5.3 If the Buyer does not accept Delivery of the Goods in accordance with Clause 5.1, the Seller shall be entitled to arrange for the Goods to be placed in storage at the Buyer's expense until such time as the

Goods are delivered in accordance with Clause 5.1. If within thirty (30) days after the Seller has notified the Buyer that the Goods were ready for delivery in accordance with Clause 5.1, the Buyer has not taken delivery of them the Seller may resell or otherwise dispose of part or all of the Goods.

6. Risk

6.1 All risk in the Goods shall pass to the Buyer upon Delivery.

7. Title to Goods

7.1 The Seller has good title to the Goods and it will transfer such title as it may have in the Goods to the Buyer in accordance with this Clause 7.

7.2 Unless otherwise agreed in writing between the parties, title in the Goods shall not pass to the Buyer but shall remain vested in the Seller until the whole of the Price and all other sums due pursuant to the Contract have been received by the Seller. On payment of such sums, in full and in cleared funds, title to the Goods will pass to the Buyer.

7.3 Where the Goods are in the possession of the Buyer but title to the Goods remains vested in the Seller, the Buyer will:

- (a) store the Goods (at no cost to the Seller) separately from all other equipment of the Buyer or any third party in such a way that it remains readily identifiable as the property of the Buyer;
- (b) not destroy, deface or obscure any identifying mark on or relating to the Goods; and
- (c) maintain the Goods in a satisfactory and good working condition and in accordance with good trade practice and keep the Goods insured on behalf of the Seller for their full price against all risks to the reasonable satisfaction of the Seller. On request by the Seller, the Buyer will, to the satisfaction of the Seller, provide evidence of such insurance to the Seller.

7.4 The Buyer will not sell the Goods or any part of the Goods before title to the Goods has passed to the Buyer.

7.5 If any of the events set out in Clause 7.6 occurs or the Contract terminates for any reason whatsoever before title to the Goods has passed to the Buyer:

- (a) the Buyer's right of possession of the Goods will terminate with immediate effect and the Buyer will place the Goods at the disposal of the Seller (or its nominated representatives) who will be entitled to enter into any premises of the Buyer for the purpose of removing the Goods and remove the Goods from such premises and the Buyer shall be responsible for all the Seller's costs and expenses in connection with such removal. The Buyer grants the Seller, its agents and employees an irrevocable licence to enter any premises where Goods which remain the property of the Seller are or may be stored, at any time and without notice, in order to inspect such Goods, or, where the Buyer's right to possession has terminated, to recover them without incurring any liability;
- (b) without prejudice to any other right or remedy which may accrue to the Seller, the Buyer will become immediately liable to pay to the Seller an amount comprising the aggregate of:
 - (i) all arrears of the Price and any other sums due and unpaid under the Contract together with interest (to be calculated in accordance with Clause 4.3); and
 - (ii) any costs and expenses incurred by the Seller in collecting any payments due under the Contract or otherwise in obtaining the due performance of the obligations of the Buyer under the Contract; and

7.6 The events referred to in Clause 7.5 are as follows:

- (a) the Buyer fails to pay any sum due to the Seller in accordance with Clause 4 or the Buyer fails to pay to the Seller any sums due to the Seller in respect of any other goods or services by the due date for payment;
- (b) an Insolvency Event in respect of the Buyer;
- (c) the Buyer encumbers or in any way charges the Goods; or
- (d) the Buyer in the sole opinion of the Seller in any way damages, defaces or otherwise interferes with the Goods or any identifying mark as set out in clause 7.3(b) prior to transfer of title to the Goods to the Buyer in accordance with clause 7.2 and there either does not exist or there is insufficient insurance cover in accordance with clause 7.3(c).

7.7 Where the Seller recovers possession of Goods which remain its property from the Buyer, such recovery of possession will be without prejudice to any other right or remedy that the Seller may have under the Contract or otherwise (including, without limitation, its right to recover damages for breach of the Contract).

8. Warranty or other Stipulations Concerning the Goods or Services

8.1 Except as provided in Clause 2.1 and this Clause 8, all conditions, warranties or other stipulations concerning the Goods or Services whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and in particular, but without limiting the foregoing generality, the Seller grants no warranties regarding fitness for purpose, use, quality or nature of the Goods or Services including but not limited to the quality of any products produced using the Goods or Services.

8.2 The Seller shall use reasonable skill and care in the provision of the Goods and Services but does not guarantee any particular outcome or results in the provision of the Goods and Services.

8.3 Subject to Clauses 8.4 and 8.5 where the Goods do not conform to the Seller's warranted Technical and Performance Specifications (Appendix 2) during a period covered by the initial Warranty the Seller shall repair or replace the non-conforming Goods. The decision as to whether non-conforming Goods shall be repaired instead of replaced or vice versa, and the location of where the Goods are repaired (as applicable) shall be made at the sole discretion of the Seller.

8.4 The obligations of the Seller contained in Clause 8.3 shall be conditional upon:

- (a) notice being given of the non-conformity to the Seller by the Buyer within fourteen (14) days of the non-conformity becoming apparent;
- (b) such notice being served within the Warranty Period.

8.5 The obligations of the Seller contained in Clauses 8.3 and 8.7 shall not apply where:

- (a) unless otherwise agreed in writing between the Seller and the Buyer, the Buyer fails to accept performance of the Services set out in the Contract;
- (b) the Buyer has failed to install any Upgrade in accordance with Clause 1.2;
- (c) the non-conformity arose because the Buyer failed to follow the Seller's instructions in relation to the Goods either written, verbal or as set out in the User Manual;
- (d) the non-conformity arose because the Buyer used the Goods for any purpose other than that set out in the User Manual;
- (e) the non-conformity arose because the Buyer used the Goods in conjunction with hardware or software developed or supplied by any party other than the Seller;
- (f) the non-conformity arose because the Buyer failed to act in accordance with good trade practice;
- (g) the Goods were not installed by, or someone authorised by, the Seller.
- (h) the Goods were operated by someone who was not trained by the Seller.

8.6 Subject to Clause 8.4, where the non-conformity arose in a situation specified in Clause 8.5 the Seller may at its sole discretion agree in writing to repair or replace the non-conforming Goods and the Buyer shall indemnify and keep the Seller indemnified from and against any and all costs incurred by the Seller in the repair or replacement of the non-conforming Goods. The decision as to whether non-conforming Goods shall be repaired instead of replaced or vice versa, and the location of where the Goods are repaired (as applicable) shall be made at the sole discretion of the Seller.

8.7 Where the Goods do not conform to the Seller's warranted Technical and Performance Specifications (Appendix 2) during a period covered by a maintenance contract the Seller shall use reasonable efforts to repair the non-conforming Goods but the Seller grants no warranties regarding the timescale to effect such repairs and any timescale given by the Seller for completion of such repairs shall be an estimate only and shall not be of the essence of the Contract.

8.8 Further details of the Warranty are given in Appendix 1.

9. Limitation of Liability

9.1 The Seller's total liability to the Buyer whether in contract, delict (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to an amount equal to the Price paid for the Goods or Services.

- 9.2 The Seller will not have any liability whether in contract, delict (including negligence), breach of statutory duty or otherwise for any indirect, special or consequential loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer arising under or in connection with the Contract.
- 9.3 Nothing contained in these Terms and Conditions shall be construed so as to exclude or limit the liability of the Seller for:
- (a) breach of warranty as to quiet possession, as implied by section 12 of the Sale of Goods Act 1979;
 - (b) death or personal injury as a result of the Seller's negligence, or the negligence of its employees or agents; or
 - (c) fraud or fraudulent misrepresentation.

10. Transfer

- 10.1 The Seller may assign, transfer or otherwise delegate the Contract or any of its rights or obligations under the Contract to any third party. The Buyer will not be entitled to assign, transfer or otherwise delegate the Contract or any of its rights or obligations under the Contract to any third party without the prior written approval of the Seller.

11. Intellectual Property Rights

- 11.1 All intellectual property rights in the Goods belong to the Seller or its third party licensors.
- 11.2 Except as provided in Clause 11.3 the Buyer shall indemnify and keep the Seller indemnified against all direct and indirect losses (including consequential loss and loss of profit) arising from any demand, claim or action alleging that the use of any materials supplied by the Seller to the Buyer infringes any third party's intellectual property rights.
- 11.3 All intellectual property rights in any specifications, plans, drawings, process information, patterns or designs used by the Seller in connection with the Contract (other than those supplied by the Buyer) shall remain the property of the Seller or its third party licensors, and any information derived therefrom or otherwise communicated to the Buyer in connection with the Contract shall be kept secret and shall not, without the consent in writing of the Seller, be published or disclosed to any third party or made use of by the Buyer except for the purpose of implementing the Contract or where such information is in the public domain or disclosure is required by law or any recognised stock exchange.
- 11.4 Subject to Clauses 11.5 and 11.6 the Seller hereby grants to the Buyer a non-exclusive licence to use any intellectual property rights comprised in the Goods or any Upgrades for the purpose of producing products using the Goods for their own use or resale.
- 11.5 The Buyer is responsible for obtaining licences to use any intellectual property rights belonging to a third party that may be required by the Buyer to enable the Buyer to use the Goods. The Seller shall have no liability to the Buyer in relation to any infringement of intellectual property rights of any third parties arising from the use by the Buyer of the Goods.
- 11.6 The Seller is not licensed under any patents owned by Oxford Gene Technology Limited or related companies ("OGT") and cannot pass any such licence to its customers. A licence under OGT's patents may be necessary to manufacture or use oligonucleotide arrays. To enquire about a licence under OGT's oligonucleotide array patents, please contact licencing@ogt.co.uk. For information about OGT please visit its web-site at www.ogt.co.uk.
- 11.7 The Buyer agrees that it shall not whether directly or indirectly infringe any patent belonging to OGT. In the event that it does infringe any patent belonging to OGT the Buyer will indemnify and keep the Seller indemnified against all claims, liability, losses, damages, costs and expenses (including legal expenses), direct or consequential, awarded against or incurred or paid by the Seller as a result of any such infringement by the Buyer.
- 11.8 For the purposes of the Contract, "intellectual property rights" shall mean patents (or applications therefor), registered designs (or applications therefor), design rights, registered and unregistered trademarks and copyright and any other intellectual property rights of whatever nature and wherever arising (including rights in goodwill, know-how and confidential information).
- 11.9 The Price does not include a license for the Buyer to use the Goods to provide commercial services to third parties and a valid license must be purchased from the Seller.
- 11.10 The Seller will not be obliged to maintain the Goods if Seller has reason to believe the Buyer has provided commercial services to third parties without holding a valid license from the Seller.

- 11.11 The Buyer agrees that the Seller will have the right to obtain an immediate injunction against any breach or threatened breach of this Clause 11, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. The Seller shall be entitled to recover, in addition to the relief granted, the costs and expenses of enforcement, including reasonable attorney's fees.
- 11.12 The Buyer agrees that the Seller may use images and information developed during collaborations, evaluations and Services for promotional material.
- 11.13 If a non-disclosure agreement is in place between the Buyer and the Seller the images and information developed during collaborations, evaluations and Services may be used for promotional material if they do not reveal the name of the Buyer and sufficient technical details for the work to be recreated by a third party.

12. Termination

- 12.1 The Seller may terminate the Contract immediately by notice in writing to the Buyer if the Buyer:-
- (a) suffers an Insolvency Event; or
 - (b) is in material or persistent breach of the Contract; or
 - (c) fails to make any payment within the period for such payment provided for in Clause 4 (without prejudice to the Seller's right to receive interest for non-payment); or
 - (d) makes any demand(s) or request(s) in relation to the provision of the Goods and/or Services by the Seller which the Seller has indicated in writing (which may include by email) to the Buyer is not reasonable and/or otherwise achievable and the Buyer does not upon receiving such written notice from the Seller withdraw such demand or request.
- 12.2 Upon the termination or expiry of the Contract howsoever arising:
- (a) the Seller shall be entitled to invoice the Buyer for any sums due or unpaid under the Contract together with any interest to be calculated in accordance with Clause 4.3; and
 - (b) the Seller shall be released from all obligations under the Contract.
- 12.3 Termination of the Contract shall be without prejudice to any provisions which are expressly or are implied to continue after such termination or expiry.
- 12.4 Save where expressed to the contrary the termination of the Contract shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the termination of the Contract including (without limitation) any breach giving rise to termination of the Contract.

13. Force Majeure

- 13.1 If performance of the Contract by either party shall be delayed by any circumstances or conditions beyond the control of the delayed party including (but without prejudice to the generality of the foregoing) any war, industrial dispute, strike, lockout, riot, malicious damage, fire, storm, flood, Act of God, accident, failure of production equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority, then the delayed party shall have the right to suspend further performance of the Contract until such time as the cause of delay shall no longer be present.
- 13.2 If performance of the Contract by either party shall be delayed by any such circumstances or conditions beyond the control of the delayed party for a period of three (3) months, then the delayed party shall have the right to be discharged from further performance of and liability under the Contract.
- 13.3 Clauses 13.1 and 13.2 shall not apply to any obligation of the Buyer to make payment to the Seller.

14. Waiver

No failure or delay by any party in exercising any right, power or privilege under these Terms and Conditions of Business shall operate as a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under the Contract or otherwise.

15. Severability

If any provision of these Terms and Conditions of Business shall be found by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of the Contract, which shall remain in full force and effect.

16. Governing Law

The interpretation of these Terms and Conditions and any Contract formed under these Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts.

APPENDIX 1: STATEMENT OF WARRANTY – ARRAYJET INKJET BIO-PRINTERS**Inkjet Bio-printer Usage**

Arrayjet inkjet bio-printers are exclusively intended for the printing of liquid biological and chemical samples on glass slides or other solid supports. The bio-printer must be operated in accordance with the User Manual supplied. No modification of the bio-printer is required to print microarrays. Arrayjet bio-printers are covered for 12 months under Arrayjet Limited's standard warranty conditions.

In the event of performance issues with the bio-printer the customer will be liable for any and all costs arising from the provision of service and support where the use of poor-quality or out-of-specification consumables is found to be the cause of the problem or a contributing factor. In the event of a dispute the decision of Arrayjet is final.

Warranty Coverage**1. Coverage**

- 1.1 Arrayjet warranty the Products against malfunctions arising from defects in the manufacture of the bio-printer or of components comprising, or of Arrayjet-supplied and fitted accessories installed on the bio-printer: necessary repairs, parts and labour are covered under the warranty. Any malfunctions which arise as a result of misuse of the bio-printer, including operation by any individual not directly trained by the Seller, or of accessories there installed as described above, or failure to comply with instructions or directions provided by Arrayjet or documented in the User Manual accompanying the bio-printer will not be covered by the warranty. Furthermore, relocation of the bio-printer without engineering support from Arrayjet will result in any warranty or service contract in force at the time of relocation being rescinded.
- PLEASE NOTE:** Arrayjet accepts no liability for costs incurred as a result of addressing/correcting issues which arise, directly or indirectly, due to incorrect operation of the bio-printer or failure to comply with instructions, either written or verbal: these costs will be the sole responsibility of the customer. **The use of the Products in conjunction with hardware or software developed by any party other than the Seller shall be deemed as incorrect operation.**
- 1.2 Arrayjet software is covered under warranty.
- 1.3 The PC supplied with the bio-printer should not be altered in any way, no other operating system should be installed and no additional software should be running while the bio-printer is operating; in particular automated updates to the operating system must remain switched off.
- 1.4 Printhead QC acceptance standard - A printhead will be deemed unfit for operation when 10 or more sample nozzles are not fully functional on commissioning and cannot be restored prior to shipment of the bio-printer. It will also be deemed unfit for operation if more than 50% of active nozzles within any one nozzle group are inoperative.
- 1.5 Printhead warranty failure - A printhead will be deemed to have failed and justify replacement by Arrayjet under the terms of warranty when more than 50% of the active nozzles within more than 50% of the nozzle groups addressed by a given JetSpyder are inoperative. Printheads found to have failed as a result of misuse of the bio-printer will not be replaced under warranty and the customer will be liable for the replacement of the printhead and labour charges equivalent to a service call outside of warranty. Arrayjet reserves the right in its judgment to reject printhead warranty claims.
- 1.6 JetSpyder warranty failure – Every JetSpyder is manufactured and tested by Arrayjet and, on installation, is demonstrated to the user to prove its fitness for purpose. In the event of a failure, JetSpyders must be returned by the customer to Arrayjet for inspection. Should there prove to be a manufacturing defect which has led to failure, normal warranty conditions apply, and the JetSpyder will be replaced free-of-charge during the Warranty Period. Should the problem be caused by anything other than a manufacturing defect, the JetSpyder will be repaired or replaced and a charge will be made. In matters of dispute concerning the cause of JetSpyder failure, Arrayjet's decision is final.
- 1.7 JetSpyder crashes - Arrayjet shall not be liable for any JetSpyder crash which occurs:
- (i) as a result of user-error, including but not limited to the user specifying a 96-well microplate in the software and then loading a 384-well plate into the bio-printer or vice versa, incorrectly placing a microplate in the holder, or leaving a lid on a sample plate when using a bio-printer which does not have a lid-lifter installed or operating;

- (ii) as a result of lid-lifter failure due to poor plate set-up, including, but not limited to, the lid of the plate failing to lift due to surface tension of overflowed sample from the plate wells, due to damage (i.e. cracking) or due to inability of the lifter to generate sufficient vacuum on the lid due to the presence of dirt, liquid or other spillages on the lid;
- (iii) as a result of the bio-printer not being operated in strict accordance with the user manual and any additional instructions from Arrayjet or Arrayjet-approved service engineers, whether written or verbal;
- (iv) on a bio-printer which is not covered by an Arrayjet warranty, service contract or under contract with an Arrayjet-approved service provider at the time of the crash;
- (v) during the time period between the bio-printer being reported to Arrayjet by the user as requiring attention and the Buyer being given the all clear by Arrayjet.

1.8 Arrayjet may ultimately be liable for any JetSpyder crash which occurs:

- (i) as a result of mechanical failure of a bio-printer which is covered by an Arrayjet warranty;
- (ii) as a result of mechanical failure of a bio-printer which is covered by an Arrayjet service contract.

Arrayjet shall review all cases of JetSpyder crashes and shall in its discretion determine the nature of the events leading to the crash and therefore the ensuing course of action. In all such matters the decision of Arrayjet is final.

APPENDIX 2: WARRANTED TECHNICAL AND PERFORMANCE SPECIFICATIONS**Technical Specification: Arrayjet Marathon Inkjet bio-printer Comprises:**

- Inkjet bio-printer
- JetSpyder LV12 - 12 Samples
- JetSpyder HC12 -12 Samples (Optional)
- JetSpyder JS32 - 32 Samples (Optional)
- Slide Carriers – removable
- Microplate Platters
- Computer Control System

Performance Specification

- 1.1. The printing technology uses a single piezoelectric printhead, and probe samples are delivered in a such a manner that the dispensing is performed on-the-fly and without contact with the surface;
- 1.2. The printing technology is supplied with one or more multi-capillary liquid handling device used to load samples into the printhead - JetSpyder LV12 (Default), JetSpyder HC12 (Optional), JetSpyder JS32 (Optional);
- 1.3. The multi-capillary liquid handling devices enables aspiration of between 0.7 and 2.5 microlitres of each sample into the printhead;
- 1.4. The multi-capillary liquid handling devices can be used to aspirate samples from microplate wells containing a minimum of 5 microlitres;
- 1.5. The printing technology is capable of handling multiple independent samples simultaneously within the single printhead;
- 1.6. The printing technology is able to aspirate each sample into more than one nozzle of the printhead;
- 1.7. The printing technology is capable of printing one hundred (Marathon, Super Marathon) or one thousand (Ultra Marathon I, Ultra Marathon II) microarray slides or equivalently sized substrates;
- 1.8. The printing technology will accept up to six (Marathon, Ultra Marathon I) or forty eight (Super Marathon, Ultra Marathon II) input microplates;
- 1.9. The printing performance will be conformant with the versions of the "Arrayjet Standard Operating Procedure To Determine Warranted Bio-printer Printing Consistency Performance" and the "Arrayjet Standard Operating Procedure To Determine Warranted Bio-printer Crosstalk and Carryover Levels" which was in use at the time of installation or start date of the Contract.