



LOANED INSTRUMENT AGREEMENT TERMS AND CONDITIONS

1. Purpose of Loan. LT will deliver the Loaned Instrument to you on a date agreed between you and LT, or as soon as is possible for LT after this date. You can use the Loaned Instrument only up to the End Date of the Loan Period for the purpose specified in your Loaned Instrument Acknowledgment form.

2. Title to Loaned Instrument. LT will legally own the Loaned Instrument unless and until you buy the Loaned Instrument from LT.

3. Technical and Service Support. During the Loan Period, at no charge to you, LT may choose to provide you with reasonable technical support and repair and maintenance services for the Loaned Instrument.

4. Your Duties. After you have received the Loaned Instrument from LT and until you either buy it from us or return it to LT, you will (i) not move the Loaned Instrument from your address listed above without LT approving this in writing; (ii) not allow any security or other charge to be linked to the Loaned Instrument (iii) use and maintain the Loaned Instrument with appropriate care and keep the Loaned Instrument in good operating order, repair and condition; (iv) refund all costs suffered by LT from, theft, loss or damage to, the Loaned Instrument however this is caused; (v) at all reasonable times, allow LT to access your property to check the Loaned Instrument and to allow LT to provide you with technical support or maintenance or repair services on the Loaned Instrument, for which LT will give you reasonable advance notice and will be subject to any confidentiality, security and health and safety requirements you may have and (vi) fully insure the Loaned Instrument against loss, theft, damage and all other expected and foreseeable risks.

5. Return of Loaned Instrument. As soon as you can after termination of this Agreement or at the end of the Loan Period, or if you do not purchase the Loaned Instrument before the end of the Loan Period, you will fully clean the Loaned Instrument and decontaminate it of radioactive, biological, toxic and other dangerous materials or substances in line with reasonable instructions of LT (which may include returning a Certificate of Decontamination to LT). You will then either return the Loaned Instrument to LT or LT will pick it up from you, whichever LT decides. Before you return the Loaned Instrument to LT, you must ask for a return

authorisation number from LT.

6. Label License. You understand and agree that your use of the Loaned Instrument is subject to these Terms and Conditions and any other documentation (including any terms written on the label, license statements, manual, product insert, protocol or any other documentation). You agree that you will comply with any such documentation when you use the Loaned Instrument. You agree to use the Loaned Instrument for research use only, and not for use in diagnostic or therapeutic procedures.

7. Warranty Disclaimers. Unless you purchase the Loaned Instrument, the Loaned Instrument is delivered to you “as is” and LT makes no other guarantee or warranty about the Loaned Instrument. This includes any implied warranties of whether the Loaned Instrument is suitable for any particular purpose or suitable for sale.

8. Limitation of liability. As far as LT is allowed by law, LT will not be legally responsible for any indirect, incidental, consequential, special loss and/or damages or for any increased costs or expenses, any lost profits, any loss of business, contracts, data, goodwill, income or revenues (however caused), whether or not foreseeable.

This applies even if LT had notice of the possibility of those damages happening.

This condition does not affect LT’s legal responsibility for causing death or personal injury as a result of LT’s negligence, fraud or fraudulent misrepresentation, or any other liability that LT cannot exclude by law.

9. Termination. You or LT may end this Agreement for any reason upon written notice to the other party.

10. Jurisdiction. This Agreement is governed by the laws of Scotland. Any disputes will be dealt with by the Scottish courts.

11. Entire Agreement. This Agreement represents your full agreement with LT for the Loaned Instrument. It replaces any previous agreements between you and LT, whether written or spoken. Anything we discuss in our negotiations of this Agreement which is not expressly written in this Agreement shall not be binding on you or LT. Neither party will be able to rely upon any untrue statement which was made by the other party and relied upon by that party when entering in this Agreement (unless such untrue statement was made fraudulently) and that party’s only remedies shall be for breach of contract as provided in this Agreement.