

DIGITAL MARKETPLACE ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We**”, “**Our**”, or “**Us**”) and the customer identified in the signature block in the Order Form (“**You**”/“**Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS Capitalised terms that are not otherwise defined in this Attachment shall have the meaning ascribed to them in the Master Agreement.

“**Buyer**” means a Subscriber who uses the Site to purchase goods and/or services from a Supplier.

“**Buyer Specific Marketplace Price**” means the price charged by You to a Buyer on the Site for any particular goods or services.

“**Catalogue**” means Your catalogue or part thereof that is to be converted to an Electronic Catalogue.

“**Catalogue Conversion**” means the process by which the Catalogue is converted to the Electronic Catalogue.

“**Catalogue Updates**” means changes to the content of the Electronic Catalogue as requested by You of the type and frequency specified in the Registration Form.

“**Electronic Catalogue**” means the structured electronic and/or digital version of the Catalogue suitable for display and interrogation on the Site.

“**Implementation Date**” means the date that We advise and instruct You on the use of the Site, how to process and accept orders and how to maintain your Electronic Catalogue.

“**Registration Form**” means the registration form previously signed by You.

“**Site**” means Our digital marketplace to be found at www.oneadvanced.com/science-warehouse

“**SKU**” means a stock keeping unit.

“**Subscriber**” means a registered user of the Site whether a Buyer or Supplier.

“**Supplier**” means You or any other Subscriber who places or authorises the placement of their Catalogue in an electronic format on the Site with the intention of supplying goods or services to a Buyer.

“**Transaction Fees**” means the percentage(s) detailed on the Registration Form of the Buyer Specific Marketplace Price plus any shipping costs.

2. REGISTRATION

2.1. By returning a completed Registration Form You are representing that the information on the form regarding You is true and accurate in all respects and that You have the authority to enter into this Agreement. You agree to keep us informed via email of any changes in the information set forth in this form. Please return your completed Registration Form, and/or any updates to Your information, to Us at sw.supplier.queries@oneadvanced.com

3. THE SITE

3.1. We act solely in providing the venue for trading (i.e. the Site). We do not control any aspect of the sale transaction and are not involved in the actual transaction between Subscribers. We have no control over and are not responsible for the quality, description, fitness for purpose, safety or legality of any goods or services offered by You or any Suppliers or the truth or accuracy of the Electronic Catalogue, the ability of You or any Suppliers to sell goods or deliver services or the ability of any Buyers to buy goods or services, and We give no warranties or representations thereto. Accordingly it is for the Subscribers to determine the terms and conditions on which they contract. Notwithstanding this, You undertake and agree to:-

3.1.1. treat and maintain as confidential all Confidential Information supplied by Us or a Subscriber. Confidential Information may only be used for the purposes of fulfilling the Subscribers obligations under this Agreement. Notwithstanding the above, the Subscriber may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of the Subscriber;

3.1.2. conduct Your business at all times in a manner which will reflect favourably on the operation of the Site;

3.1.3. acknowledge receipt of a Buyer’s purchase order within 48 hours of its receipt, or prior to dispatch of the goods, whichever is the earlier;

3.1.4. ensure that the Buyer Specific Marketplace Price is no more than the price You offer that Buyer through any other sales channel;

3.1.5. undertake such credit or trade checks as You deem fit and proper for any Buyer;

3.1.6. comply with all applicable rules, regulations, policies or procedures governing the use and/or operation of the Site as may be issued by Us, our agent or sub-contractors from time to time;

3.1.7. Supply data sheets (MSDS) as and when necessary to a Buyer.

4. RESERVATION OF RIGHTS

4.1. We reserve the right at Our discretion to refuse to provide You with access to the Site. By way of example and not by limitation, access to the Site may be prevented in the event of a malicious code being detected on the Site or other emergency situations. Should We prevent access to the Site We will use reasonable endeavours to provide You with notice as soon as is reasonably practicable.

5. ACKNOWLEDGEMENT

5.1. You acknowledge and accept that:

5.1.1. At no time does title or risk in any of the goods and services supplied by You, vest in Us and that You enter into any contract with any Subscriber entirely at Your own risk;

5.1.2. It is Your responsibility in any supply, advertising, promotion, posting, order fulfilment, shipment or delivery of the goods or services that You comply with all relevant laws, rules and regulations including without limitation the Poisons Act;

5.1.3. The posting of the Electronic Catalogue on the Site does not constitute an invitation to treat and a placement of a purchase order by a Buyer does not constitute an acceptance. An order becomes contractually binding on both Subscribers when the Supplier accepts a purchase order by notifying the Buyer of his acceptance in whole or in part of the purchase order;

5.1.4. You are solely responsible for the accuracy and content of Your Catalogue and Electronic Catalogue notwithstanding that We or any other party may have undertaken or assisted You in undertaking the initial Catalogue Conversion;

5.1.5. We have no control over or responsibility for the content of any material transmitted from or received by any Subscriber;

5.1.6. You are responsible for maintaining effective back-up procedures such as may be necessary to replace all Your data in the event of loss or damage regardless of cause. These procedures shall include but not be limited to all recommendations made by Us as well as any measures that a reasonably prudent information technology professional would take to protect his own data, including but not limited to the regular backup and off-site storage of all data required to restore Your computer system to full operational capability following any event which caused such loss or corruption of data. We shall not be responsible for any loss or damage suffered by You through any failure to comply with Our obligations under this clause;

5.1.7. You shall make available to Us such materials, information, facilities and assistance as We shall reasonably require to undertake the Catalogue Conversion, Catalogue Updates and implementation of the Site. You acknowledge that failure to provide such materials, information, facilities and assistance may prevent Us from performing Our obligations hereunder and/or result in payment of additional charges to Us;

5.1.8. If You have a dispute with any Subscriber and require Our assistance in resolving such dispute, You agree to indemnify and hold harmless Us against all costs and expenses, including reasonable legal fees, incurred or suffered by Us in connection with such assistance;

5.1.9. You are authorised to use the Site only as a Supplier and not as a Buyer which, if applicable, will be subject to separate terms and conditions.

6. WARRANTIES

6.1. You represent and warrant that:-

6.1.1. You have all rights in and to your Catalogue including without limitation, copyright, trademark, service marks, and any patents and that the Catalogue Conversion display and interrogation of the Electronic Catalogue and any and all acts necessary or incidental to the successful operation of the Site utilising Your Catalogue and/or the Electronic Catalogue does not and will not infringe the rights of any third party.

6.1.2. You will use the Site only for lawful purposes and You will not use the Site to distribute, display, transmit or publish obscene, defamatory, offensive, abusive or otherwise indecent material.

6.1.3. You will not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate, decompile, reverse engineer, disassemble, rent, lease, lend or sublicense any of the material, content, software or programs on or in the Site.

6.1.4. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site;

6.1.5. You will not use the Site to transmit any material (including viruses) which is likely to cause harm to the Site or any computer system;

6.1.6. You will not assign or pass the benefit of any order or introduction made through the Site to any other party or accept any order placed by a Buyer other than through the Site;

6.1.7. You will keep your user name and password confidential. Where the confidentiality of Your user name or password is compromised, You must advise Us immediately on You becoming aware. Failure to maintain their confidentiality may result in Your participation in the Site being suspended for security reasons.

7. LICENCE

7.1. You grant to Us a worldwide non-exclusive royalty free licence to translate, restructure, make derivative works of and copy the Catalogue and a non-exclusive royalty free licence for the United Kingdom, Eire and Channel Islands to use, sub-licence, publicly perform and display the Catalogue on and in relation to the Site. We grant to You a non-exclusive, limited licence to use the Site from the Implementation Date for the purposes of displaying the Electronic Catalogue, searching the same and receiving and fulfilling orders for goods and services. Both licences shall terminate immediately if you fail to comply with these terms and conditions or this agreement is terminated in any way whatsoever.

7.2. Should We, Our subcontractors or agents undertake the initial Catalogue Conversion in whole or in part, We shall own all rights (including all copyright) in and to the Electronic Catalogue including any alterations, updates or modifications thereto. For the avoidance of doubt, We shall not acquire any intellectual property rights in the original data, product information and/or product images provided by or owned by You.

8. FEES AND PAYMENT

8.1. We will invoice You on a monthly basis for the previous month's aggregated Transaction Fees.

8.2. Transaction Fees are charged on each order placed through the Site and accepted by You. If the order is cancelled or returned or otherwise in dispute after acceptance, the Transaction Fees will still be due and payable.

9. INDEMNITY

9.1. You agree to defend, indemnify and hold harmless Us, Our directors, employees, agents, successors and assigns from and against any and all losses, costs, expenses, actions, claims or incurred as a result of any action, or threatened action, claims, demands or liabilities that We may suffer or incur or agree to pay in settlement of any claim, action, or threatened action, claim or demand, whether arising in tort or in contract in so far as the same arises directly or indirectly out of Your use of the Site or the performance of Your obligations under this agreement due to Your breach or non-observance of these terms and conditions.

10. TERMINATION

10.1. In addition to any of the rights and remedies in the Master Agreement We may immediately terminate this Attachment upon written notice to You if We have reason to believe that You are not using the Site in accordance with these terms and conditions or if a competent regulatory authority requires Us to terminate use of the Site.

10.2. Subject to clause 10.1 above, Your obligation to pay Transaction Fees starts on the Effective Date and continues through to the expiration of the initial term set forth in the Order Form ("Initial Term"). Subject to clause 10.3 where applicable, following the end of the Initial Term, Your agreement shall automatically renew for additional periods of the same duration as the Initial Term continuously thereafter, unless otherwise specified in the Order Form (each a "Renewal Term"), unless either party gives written notice at least 90 days prior to the end of the Term, of its intention to terminate the service.

10.3. Fixed Term. Notwithstanding clause 10.2 above it is agreed that where any agreement is identified as Fixed Term on an Order Form, any and all rights granted thereunder shall automatically terminate at the end of the Initial Term. Should You wish to continue to use the Site beyond that date You agree to re-purchase the licences and support at Our then current rates in effect at the time of renewal. For the avoidance of doubt there is no Renewal Term for Fixed Term licences.

10.4. On termination of this Attachment and/or the Agreement, howsoever arising, Your right to Use the Site shall cease. That notwithstanding, the clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

11. MISCELLANEOUS

11.1. Clauses 3.1.3 and 6.1.6 shall not apply for Buyers that do not send purchase orders via the Site.