

**Ozgene ARC**

**General Terms  
And  
Conditions**

**Effective Date: 11 March 2026**

## **1. FORMATION OF CONTRACT**

### **1.1 Application of Terms**

These General Terms and Conditions (Terms) apply to all orders for products and services supplied by Ozgene ARC Pty Ltd (Ozgene ARC).

These Terms prevail over any inconsistent terms in any purchase order or other document issued by the Customer unless expressly agreed in writing by Ozgene ARC.

### **1.2 Acceptance of Terms**

By:

- (a) placing an Order through Ozgene ARC's online ordering portal;
- (b) clicking to accept these Terms in the ordering portal; or
- (c) otherwise submitting an Order to Ozgene ARC,

the Customer:

- acknowledges that it has read and understood these Terms;
- agrees to be bound by them; and
- warrants that the individual placing the Order is authorised to bind the Customer.

Placement of an Order constitutes acceptance of these Terms.

### **1.3 Orders**

An Order constitutes an offer to purchase Products or Services in accordance with these Terms.

A contract is formed when Ozgene ARC confirms acceptance of the Order.

Each Order forms a separate and independent contract.

## **2. PRODUCTS AND BIOLOGICAL NATURE**

### **2.1 Nature of Products**

The Customer acknowledges that:

- Products are live animals or biological materials;
- biological systems are inherently variable;
- phenotype, behaviour, fertility, growth rate, breeding performance and other characteristics may vary;
- environmental conditions and acclimatisation may affect condition; and
- absolute uniformity cannot be guaranteed.

Normal biological variation does not constitute non-conformity or defect and shall not give rise to any right of rejection, refund, replacement, credit or claim to the maximum extent permitted by law.

## **2.2 No Experimental Outcome Warranty**

Ozgene ARC does not warrant:

- experimental outcomes;
- research results;
- grant funding success;
- breeding performance;
- litter size or sex ratios;
- long-term colony viability; or
- suitability for a particular research purpose.

The Customer is solely responsible for experimental design and research methodology.

## **2.3 Customer Acknowledgement**

The Customer expressly acknowledges and agrees that:

- a) it has the scientific expertise to evaluate and use the Products;
- b) it has not relied on any representation, warranty or statement not expressly set out in these Terms; and
- c) the Products are supplied for research purposes only and are not supplied as consumer goods.

## **3. DELIVERY AND TRANSIT RISK**

### **3.1 No Customer Collection**

Customer collection is not permitted for live animal Products. All shipments of live animal Products are arranged by Ozgene ARC through a specialist live animal carrier.

However, Ozgene ARC may, by prior written agreement, permit the Customer to collect non-live Products (including samples, materials or other biological items) or receive certain Services locally (including sample collection) at Ozgene ARC's facility or another agreed location.

### **3.2 Dispatch**

Dispatch occurs when the Products are handed to the carrier at Ozgene ARC's facility for transport to the Customer or, where Ozgene ARC has agreed in writing to Customer collection under clause 3.1, when the Products are made available for collection and handed over to the Customer (or its authorised representative).

### **3.3 Risk**

All risk in the Products passes to the Customer at Dispatch.

Title passes only upon full payment.

Until title passes, the Customer holds the Products as bailee only and must not sell, transfer, encumber or deal with the Products.

### **3.4 Transit Risk**

The Customer acknowledges that:

- live animal transport involves inherent biological and environmental risk;
- Ozgene ARC has no control over transport conditions after Dispatch;
- mortality, stress, dehydration, injury or deterioration in transit is at the Customer's risk; and

- such events do not constitute non-conformity.

The Customer irrevocably releases Ozgene ARC from any claim arising out of transit-related mortality, deterioration, delay or stress occurring after Dispatch.

### **3.5 Adverse Conditions**

Ozgene ARC may delay shipment where weather or other conditions pose material welfare risk.

If the Customer instructs shipment despite such warning:

- the Customer must confirm that instruction in writing;
- the Customer irrevocably assumes all transit-related risk; and
- no replacement, credit or claim will be available for transit-related issues.

### **3.6 Insurance**

The Customer is responsible for insuring the Products against transit risk if it considers such protection necessary.

### **3.7 Goodwill**

Ozgene ARC may, at its sole discretion, offer replacement or credit as a gesture of goodwill. Such action does not constitute an admission of liability.

## **4. ACCEPTANCE AND LIMITED REMEDY**

### **4.1 Pre-Dispatch Quality Control**

Ozgene ARC conducts a visual health and suitability assessment prior to Dispatch.

Ozgene ARC's pre-Dispatch assessment is limited to a visual and general suitability assessment and does not include veterinary diagnostic testing or screening for latent, subclinical or internal conditions (including conditions affecting internal organs) that are not reasonably detectable by such assessment at Dispatch.

Animals assessed as unfit will not be dispatched.

Normal variation in size or appearance consistent with age and strain does not constitute defect.

### **4.2 Inspection**

The Customer must inspect Products immediately upon arrival.

Any claim must be strictly notified in writing within twenty-four (24) hours of delivery and must include reasonable documentary evidence demonstrating that the alleged non-conformity existed at Dispatch.

Failure to comply with this clause constitutes unconditional acceptance of the Products to the maximum extent permitted by law.

### **4.3 Excluded Matters**

The following do not constitute non-conformity:

- transit mortality or deterioration;
- stress-related effects;

- weight variation within normal biological range, including minor weight change occurring after Dispatch (including where weight-specific animals or weight-check services are ordered) due to transit stress or dehydration;
- latent, subclinical or internal conditions (including conditions affecting internal organs) that were not reasonably detectable by Ozgene ARC's pre-Dispatch assessment at Dispatch;
- behavioural variation;
- fertility outcomes;
- breeding performance; and
- conditions arising after Dispatch.

For the avoidance of doubt, the matters listed in this clause 4.3 do not give rise to any right of rejection, refund, replacement, credit or claim, to the maximum extent permitted by law.

#### **4.4 Limited Remedy**

If Ozgene ARC determines, acting reasonably, that Products did not conform to the express specifications of the applicable Order at Dispatch, Ozgene ARC may, at its sole discretion:

- a) replace the affected Products; or
- b) issue a pro-rata credit.

This clause states the Customer's sole and exclusive remedy, and all other remedies are excluded to the maximum extent permitted by law.

### **5. STANDARD AND NON-STANDARD PRODUCTS**

#### **5.1 Standard Products**

Standard Products are those listed as available for immediate purchase via Ozgene ARC's online portal.

#### **5.2 Non-Standard Products**

Non-Standard Products include, without limitation, any of the following:

- custom breeding programs;
- timed-mates;
- weight-specific animals;
- aged animals and ex-breeders;
- neonatal animals supplied with dams;
- blood products and blood samples;
- genotype-selected cohorts;
- quarantine or imported lines;
- reserved production slots;
- animals produced specifically for a Customer; and
- any Product designated as Non-Standard at Order confirmation.

The list is illustrative, not exhaustive.

### **6. CANCELLATION**

#### **6.1 Standard Products**

- a) The Customer may cancel or amend an Order for Standard Products only by giving Ozgene ARC written notice **not less than two (2) Business Days prior to the scheduled Dispatch date.**
- b) If Ozgene ARC accepts a cancellation or amendment request, Ozgene ARC will determine the Fees

payable for the cancelled or amended Order (Revised Fees).

- c) **If the Revised Fees are greater than the amount originally invoiced or paid**, Ozgene ARC may issue a further invoice (or re-issue the invoice) for the difference, and the Customer must pay that difference in accordance with the payment provisions of these Terms, **regardless of when the cancellation or amendment request is made**.
- d) **If the Revised Fees are less than the amount originally invoiced or paid**, then:
  - i. Where the cancellation or amendment notice is received **within fourteen (14) days** of the date the Order was placed, Ozgene ARC will refund or credit the difference (and for a full cancellation, refund the Fees paid for the cancelled Standard Products, subject to any non-recoverable delivery charges incurred or committed); and
  - ii. Where the cancellation or amendment notice is received more than fourteen (14) days after the date the Order was placed, no refund or credit is payable and the Customer remains liable to pay the Fees originally invoiced for the Order.
- e) Any cancellation or amendment request received within two (2) Business Days of Dispatch is ineffective unless Ozgene ARC agrees otherwise in writing.
- f) At Ozgene ARC's discretion, any refund may be paid as an account credit or refunded to the original payment method.

## 6.2 Non-Standard Products

The Customer acknowledges that Non-Standard Products are produced, allocated, or scheduled specifically for the Customer and that Ozgene ARC may incur costs and commit resources from the time the Order is placed (including planning, colony allocation, breeding/timing decisions, and related preparation).

Non-Standard Products cannot be cancelled once breeding, allocation, scheduling or other production activities have commenced.

Fees for Non-Standard Products are **non-refundable** and **payable in full**.

If the Customer requests an amendment to an Order for Non-Standard Products that results in an increase in Fees or costs, Ozgene ARC may issue a further invoice (or adjust the invoice) for the difference and the Customer must pay that difference in accordance with these Terms.

If any amendment reduces the scope or Fees, the Customer is not entitled to any refund or credit.

## 7. AGE AND WEIGHT

Animals are supplied within the agreed age range (typically within one week).

Weight is not warranted unless the Customer orders and pays for animals to be supplied within a specified weight range (Weight Range). Where a Weight Range is ordered, Ozgene ARC warrants only that the animals were within the Weight Range at Dispatch (subject to reasonable measurement tolerance). Weight may change after Dispatch due to normal biological variation and transit conditions.

Animals supplied within a Weight Range are Non-Standard Products.

## 8. SHIPPING DENSITY

Requested shipping density or cohort grouping will be accommodated where practicable but is not guaranteed.

Failure to meet such request does not constitute non-conformity.

## 9. OPTIONAL ASSESSMENT SERVICES

Optional assessments (including vaginal opening, septum checks, alopecia checks (for selected strains, where applicable), and any other optional assessments offered by Ozgene ARC from time to time) must be expressly requested and paid for.

Unless ordered and paid for:

- Ozgene ARC makes no representation regarding the presence, absence or accuracy of such characteristics;
- Any issue relating to the presence, absence or accuracy of such characteristics does not constitute non-conformity.

Where provided, Ozgene ARC warrants only that the assessment was performed with reasonable care.

No fertility or reproductive outcome is warranted.

## 10. USE RESTRICTIONS

### 10.1 Permitted Research Use

Products are supplied for research use only (**Permitted Research Use**). Permitted Research Use includes:

- a) **internal research and development**; and
- b) **conducting research services for third parties** (for example, contract research organisation (**CRO**) services), provided the Products are used by the Customer in the performance of those services and are not supplied or made available to any third party.

### 10.2 Prohibited Conduct

Unless expressly authorised under a separate written licence agreement signed by Ozgene ARC, the Customer must not, and must ensure its Personnel do not:

- breed, propagate, expand, maintain, or generate progeny from the Products;
- commercialise, license, or otherwise exploit the Products or any progeny;
- distribute, transfer, loan, share, resell, or otherwise make the Products or progeny available to any third party;
- use the Products in any commercial breeding program or for colony expansion;
- use Products in any manner inconsistent with these Terms.

### 10.3 Clarifications

- a) For the avoidance of doubt, the Customer may provide research results, data, reports or other outputs generated from Permitted Research Use to a third party, but **must not provide the Products or any progeny to any third party**.
- b) **No right to breed or propagate the Products is granted under these Terms**. Any breeding rights must be expressly granted in writing by Ozgene ARC and may be subject to licence fees, reporting obligations and royalty arrangements.
- c) Any unauthorised breeding, propagation, colony expansion, distribution, transfer or other prohibited conduct constitutes:
  - a. a material breach of these Terms;
  - b. infringement of Ozgene ARC's Intellectual Property Rights; and
  - c. grounds for immediate suspension or termination of supply.

Without limiting any other rights or remedies available at law or in equity (including injunctive relief), Ozgene ARC may, by written notice, require the Customer to immediately cease the prohibited conduct and to destroy (at the Customer's cost) the Products and any progeny, colonies or derived materials in the Customer's possession or control that relate to the breach. The Customer must comply with any such notice within five (5) Business Days (or such shorter period as Ozgene ARC reasonably specifies where necessary to protect Ozgene ARC's rights) and must provide written certification of compliance. On request, the Customer must provide reasonable records sufficient to confirm compliance with this clause.

## **11. CUSTOMER-OWNED STRAINS**

The Customer warrants that:

- it is legally entitled to provide any deposited strains, gametes, embryos or biological materials to Ozgene ARC;
- the strain is not subject to third-party restrictions that would prevent breeding or maintenance; and
- all genotype and phenotype information supplied is accurate and complete.

Ozgene ARC does not warrant breeding performance, fertility, genetic stability, phenotype expression, strain viability, or long-term colony maintenance outcomes.

Ozgene ARC may determine appropriate breeding numbers, colony management practices and housing arrangements in accordance with its scientific judgment and regulatory obligations.

For the avoidance of doubt, Ozgene ARC is authorised to take any action it reasonably considers necessary to protect animal welfare, comply with applicable animal ethics approvals, biosecurity requirements or regulatory obligations, including:

- reducing breeding numbers;
- separating animals;
- declining to continue maintenance of a strain; and
- humanely euthanising animals where required.

The Customer acknowledges that such actions may result in reduction or loss of a strain or colony, and Ozgene ARC is not liable for any loss arising from actions taken in good faith for animal welfare, ethical or regulatory reasons.

## **12. FEES AND PAYMENT**

Fees are those published on the website at the time an Order is placed.

Website publication constitutes sufficient notice of pricing updates.

Pricing does not apply retrospectively.

### **Invoicing and due date**

Ozgene ARC will issue an invoice (or payment request through the ordering portal) on the date the Order is placed.

Fees are payable in accordance with any credit terms approved by Ozgene ARC in writing. If no credit terms have been approved, payment is due at the time the Order is placed (via the ordering portal).

For the avoidance of doubt, invoicing and the Customer's payment obligations arise on Order placement and are not contingent on Dispatch.

Portal payment is required unless a credit account is approved.

Interest accrues on overdue amounts at RBA cash rate + 4%.

The Customer agrees to indemnify Ozgene ARC for all costs (including legal costs on a full indemnity basis) incurred in recovering overdue amounts.

Ozgene ARC may suspend Orders for non-payment.

Where payment for an Order is not received when due, the following applies:

- a) Ozgene ARC may suspend supply and/or cancel the Order.
- b) Where Products remain in Ozgene ARC's possession or control due to non-payment, Ozgene ARC may, **at any time after giving written notice to the Customer (which may be given immediately)**, reallocate the Products to general stock, supply them to another customer, or otherwise deal with them in the ordinary course of business.
- c) If the Products cannot reasonably be reallocated (including due to age, welfare considerations or regulatory requirements), Ozgene ARC may, **after written notice**, humanely euthanise the animals without liability.
- d) For Customer-owned strains or animals being bred/maintained under Services, Ozgene ARC will not euthanise except where required for animal welfare or regulatory compliance, or after giving written notice and a reasonable opportunity for the Customer to provide instructions (at the Customer's cost), unless urgent action is required for welfare or compliance reasons.

### **13. THIRD-PARTY LICENSED LINES**

Supply of Licensed Lines is conditional on continuing third-party authorisation.

Ozgene ARC may suspend supply if authorisation ceases and is not liable for inability to supply.

Licensed Lines may be subject to additional licence terms set out in Schedule A or otherwise notified at the time of Order.

Third-party licence terms prevail where inconsistent only to the extent they relate to the relevant Licensed Lines (and, for Schedule A, only to JAX® Mice and Licensed Services).

### **14. INTELLECTUAL PROPERTY**

All IP in Products and Services remains with Ozgene ARC or licensors.

A non-exclusive research licence is granted upon payment.

No implied licence, assignment or transfer of Intellectual Property Rights is granted.

### **15. LIMITATION OF LIABILITY**

#### **15.1 Maximum Liability**

To the maximum extent permitted by law, Ozgene ARC's total aggregate liability arising out of or in connection with a particular Order, whether in contract, tort (including negligence), under statute or otherwise, is strictly limited to the Fees actually paid by the Customer for that Order.

Liability arising under separate Orders is several and not aggregated.

## **15.2 Excluded Loss**

Ozgene ARC is not liable for:

- loss of research data;
- loss of experimental results;
- loss of grant funding;
- loss of breeding outcomes;
- loss of colony viability;
- loss of profits or opportunity;
- indirect or consequential loss.

## **15.3 Biological and Transit Matters**

Ozgene ARC is not liable for transit mortality, biological variation, fertility outcomes or strain-specific characteristics.

## **15.4 Non-Excludable Liability**

Nothing excludes liability for:

- death or personal injury caused by negligence;
- fraud or wilful misconduct;
- liability that cannot be excluded by law; and
- if any mandatory law of a jurisdiction outside Western Australia applies and cannot be excluded, Ozgene ARC's liability is limited to the minimum extent permitted by that law.

## **15.5 Proportionate Liability**

Ozgene ARC's liability is reduced proportionately to the extent that any loss or damage is caused or contributed to by the Customer or any third party.

## **15.6 Research Risk Allocation**

The Customer assumes all risks associated with experimental design, regulatory compliance, breeding programs, animal husbandry after delivery and research application of the Products.

## **16. TECHNICAL ADVICE**

Technical advice is provided in good faith and without warranty of any kind.

The Customer acknowledges that it does not rely on such advice as a substitute for its own scientific judgment.

## **17. CONFIDENTIALITY AND DATA**

Confidential Information must be kept confidential. Each party must keep the other party's Confidential Information confidential and must not use or disclose it except as permitted by this clause 17.

A party may disclose Confidential Information:

- a) to its Personnel and professional advisers on a need-to-know basis (and only to the extent necessary), provided it ensures they are bound by confidentiality obligations no less onerous than this clause;
- b) to the extent required by law, regulation, court order, or a regulator (including animal ethics or biosecurity authorities);
- c) to a carrier, subcontractor or service provider to the extent necessary to perform an Order (and only if subject to appropriate confidentiality obligations);

- d) in the case of Licensed Lines, to the relevant licensor (including JAX) to the extent required to comply with licensor terms.

This clause does not apply to information that is public other than due to a breach of these Terms.

Ozgene ARC may use and share de-identified strain data.

Ozgene ARC may use de-identified biological, performance and strain data for research, benchmarking, quality improvement and publication purposes.

The obligations in this clause 17 survive termination or completion of an Order.

## **18. PRIVACY**

Personal information is handled in accordance with applicable Australian privacy laws.

## **19. SUSPENSION AND TERMINATION**

Ozgene ARC may suspend Orders for breach, non-payment, regulatory lapse or welfare concerns.

Either party may terminate for material breach or insolvency.

Ozgene ARC may terminate immediately where continued supply poses animal welfare, regulatory or reputational risk.

## **20. FORCE MAJEURE**

Neither party is liable for delay due to a Force Majeure Event.

If such event continues beyond twenty (20) Business Days, either party may cancel the affected Order.

## **21. GOVERNING LAW**

These Terms and each Order are governed by the laws of Western Australia, Australia.

The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and waive any objection based on forum non conveniens.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to these Terms or any Order.

## **22. AMENDMENTS**

Ozgene ARC may amend these Terms by publishing updated Terms on its website.

Amended Terms apply to Orders placed after publication.

The version published at the time of Order applies to that Order.

The Customer's placement of any Order after updated Terms are published constitutes acceptance of those updated Terms.

## **23. WAIVER OF CLASS ACTIONS**

The Customer agrees that any dispute will be brought solely in its individual capacity and not as part of any representative or class proceeding.

## **24. EXPORT AND IMPORT COMPLIANCE**

The Customer is solely responsible for ensuring compliance with all import permits, biosecurity approvals, customs requirements, quarantine regulations and local laws applicable in the destination jurisdiction.

Ozgene ARC is not responsible for delays, refusals, seizures, destruction or additional costs arising from import or regulatory issues in the destination country.

The Customer indemnifies Ozgene ARC against any loss, cost or liability arising from failure to obtain necessary approvals.

The Customer is responsible for all import duties, taxes, customs charges, quarantine fees and regulatory charges in the destination country.

## DEFINITIONS

In these Terms the following definitions apply:

- **Business Day** means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.
- **Confidential Information** means information disclosed by a party in connection with an Order that is confidential by its nature or is designated as confidential, but does not include information that is in the public domain other than due to a breach of these Terms.
- **Customer** means the person or entity placing an Order.
- **Dispatch** has the meaning given in clause 3.2.
- **Fees** means the fees payable for Products and/or Services, as determined under clause 12.
- **Force Majeure Event** means an event beyond a party's reasonable control that prevents or materially hinders performance, including natural disasters, epidemics/pandemics, transport disruptions, industrial action, government restrictions and biosecurity events.
- **Licensed Lines** means Products supplied under licence from a third party (including JAX® mice), as referred to in clause 13.
- **Non-Standard Products** has the meaning given in clause 5.2.
- **Order** means an order placed by the Customer for Products and/or Services and accepted by Ozgene ARC under clause 1.3.
- **Permitted Research Use** has the meaning given in clause 10.1.
- **Personnel** means a party's employees, officers, contractors and agents.
- **Products** means the animals and/or biological items supplied by Ozgene ARC under an Order (including samples or materials where applicable).
- **Services** means any services supplied by Ozgene ARC under an Order, including optional assessment services and customer-owned strain breeding/maintenance where applicable.
- **Terms** means these General Terms and Conditions.
- **Weight Range** has the meaning given in clause 7.

## Schedule A

This Schedule A applies only in respect of JAX® Mice and Licensed Services (as defined in this Schedule) and prevails over these Terms only to the extent of any inconsistency in relation to those JAX® Mice and Licensed Services.

### Jackson Products Terms and Conditions

If the Customer is purchasing Jax® Mice or Licensed Services these additional Terms and Conditions apply:

For the purpose of this Schedule A, the following Definitions apply:

#### 1. DEFINITIONS AND INTERPRETATION

**Conditions of Use** means the limitation on Customer use of JAX® Mice and Licensed Services as described on Jackson's website at [www.jax.org](http://www.jax.org) on the date the Customer placed the order for Jax® Mice or Licensed Services.

**Confidential Information** means any and all non public information and includes, without limitation, information relating to the identity, contact information, order histories, profile information and special needs of the Customer and the people and organisations with whom the Ozgene ARC has business relationships and those relationships.

**Customer** means individuals or for-profit or non-profit organisations approved by Jackson which conduct biomedical research located within Australia, Indonesia, Malaysia, New Zealand and Singapore for use of Licensed Propagation Products and/or located within Australia or New Zealand for Licensed Services.

**Customer Information** means Customer ordering histories of Jax® Mice and/or Licensed Services.

**Jackson** means the Jackson Laboratory, a non-profit corporation organised and existing under the laws of the State of Maine, with offices at 600 Main Street, Bar Harbour, Maine 04609 USA.

**Jax® Mice** means all types and strains of mice which originated from Jackson or at any time were bred and distributed by Jackson, including any descendants of those mice derived by inbreeding or crossbreeding with mice from Jackson or other sources.

**Licensed Services** means importation, quarantine services, holding and health monitoring services JAX® Mice strains imported from JACKSON as requested by and on behalf of Customers in Australia or New Zealand who are preapproved by JACKSON as qualified to purchase JAX® Mice strains.

#### 2. CUSTOMER'S OBLIGATIONS

2.1 The Customer is to provide evidence to Ozgene ARC as to its status as a scientific researcher and/or teaching facility.

2.2 The Customer will not use, or intend to use, Jax® Mice or Licensed Services for any purpose other than internal research activities.

#### 3. SUPPORT

Jackson may provide direct support and advice to Customers using JAX® Mice as Jackson determines appropriate. Ozgene ARC will cooperate with these efforts and assist Jackson in maintaining unrestricted access to relevant persons within each Customer organisation.

#### **4. CONFIDENTIAL INFORMATION AND PUBLICITY**

- 4.1 Ozgene ARC will maintain and allow Jackson access to Customer Information.
- 4.2 Ozgene ARC may disclose the Customer's Confidential Information to Jackson as required from time to time.
- 4.3 Jackson may use Customer Information as needed to assess, support, and ensure Customer satisfaction with purchases and use of JAX® Mice and Licensed Services.
- 4.4 Jackson may disclose Customer Information to a third party if required by third party license agreements, by grant obligations, or by law.

#### **5. INDEMNIFICATION AND LIABILITY**

- 5.1 Jackson, its trustees, directors, officers and employees make no representations and extend no warranties of any kind to the Customer or to any other person. To the extent permitted by applicable law, Jackson hereby disclaims all warranties, express and implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose and absence of latent or other defects, whether or not discoverable, and nothing in this agreement shall be construed as a representation or a warranty by Jackson that the practice of any license granted hereunder by Ozgene ARC, its Customers, or any other person shall not infringe patent rights of any third party and nothing in this Agreement shall be construed as a representation or warranty by Jackson that the propagation, distribution or use of Jax® Mice will not infringe the intellectual property rights of any third party.
- 5.2 In no event shall Jackson, its trustees, directors, officers, employees and affiliates be liable for indirect, incidental, exemplary, special or consequential damages of any kind, including economic damage or injury to property or loss of use, profits, anticipated profits, goodwill or savings arising out of or in connection with this Agreement or the use of Jax® Mice sold or distributed pursuant to this Agreement, regardless of whether such liability arises from a claim based in contract, warranty, tort (including negligence), product liability or otherwise even if Jackson shall be advised, shall have other reason to know, or in fact shall know of the possibility of such loss or damage.

#### **6. JACKSON'S RIGHTS**

Although not named as a party to this Agreement, for the purposes of section 11 of the *Property Law Act 1969*, Jackson is a party who can enforce rights against the Customer under this Agreement.

#### **7. GENERAL**

As between Jackson and the Customer this Agreement and all disputes arising under or in connection with it shall be governed by and construed in accordance with the laws of the State of Maine. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

#### **END OF GENERAL TERMS AND CONDITIONS**