



LABORATORY HIRING TERMS AND CONDITIONS

The following terms and conditions shall be incorporated in the Quotation overleaf (collectively “this Agreement”) whereby EZU Rentals Limited (“EZU”) agrees to grant to the Customer a licence to use the laboratory, room, office or other premises described overleaf (the “Laboratory”) together with any articles, equipment or items described overleaf and such standard set of Equipment provided in the Laboratory as is listed in EZU’s brochure or other published materials from time to time (the “Equipment”). In the event of a conflict between the terms of the Quotation and these terms and conditions, the Quotation shall prevail.

1 Interpretation and validity of offer

- 1.1 Unless otherwise stated, the Quotation shall be valid until the earlier of (i) the expiry of the period of 30 days and (ii) revocation of the Quotation by EZU whereupon the Quotation shall automatically lapse. Any acceptance by the Customer shall be effective only if made in writing and received and acknowledged by EZU during the period where the Quotation remains valid.

2 Payment

- 2.1 The Customer shall pay EZU the rental fee or licence fee set out overleaf (the “Licence Fee”). The Licence Fee is exclusive of any value added tax, withholding or other tax or duty.
- 2.2 EZU may invoice the Customer for the Licence Fee on or at any time after the date of the Quotation. Unless otherwise stated, payment of the price shall be due upon issuance and presentation of the invoice. The time of payment of the Licence Fee shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 18% per annum.

3 Session reservation

- 3.1 The Customer may reserve, subject to availability, the Laboratory for use by the Customer at such time and for such period as are specified in a written notice (the “Reservation Form”) given to EZU by the Customer in EZU’s specified form or in such other manner as EZU shall direct. Provided:-
- (a) the Reservation Form shall be received no less than 1 working day prior to the intended time of use of the Laboratory specified therein;
 - (b) the entire period of time so specified shall be within the Rental Period (described overleaf) and within the normal business hours of EZU other than on a public holiday; and
 - (c) the period of time so specified shall be 2 hours or any longer period being an integral multiple of 1 hour.
- 3.2 The reservation under Clause 3.1 shall become effective if and only if accepted by EZU orally or in writing. The period of time so reserved shall be referred to as a “Reserved Session”.

4 The Laboratory

- 4.1 EZU shall during the Reserved Sessions give the Customer and its agents and representatives access to the Laboratory free from obstructions and in good condition.
- 4.2 The Customer shall observe all applicable laws and regulations and such rules and regulations (the “Rules”) relating to the use and occupation of the Laboratory as are imposed by EZU from time to time and notified to the Customer. The Customer shall not use the Laboratory or any part of it for activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to EZU or other persons in the vicinity of the Laboratory or do anything which may invalidate any insurance maintained by EZU in respect of the Laboratory or which might increase the insurance premium payable for the Laboratory.
- 4.3 The Customer shall not make any alterations or attachments or additions to the Laboratory without the prior written consent of EZU and shall make good all damage to the Laboratory suffered during the Reserved Sessions (excluding only fair wear and tear and damage caused by any risk covered by EZU’s insurance and damage by EZU’s agents and representatives).
- 4.4 The Customer undertakes that the number of persons in the Laboratory during any Reserved Session shall not exceed 10.
- 4.5 The Customer shall at the end of each Reserved Session remove all goods, equipment, waste and other materials brought into the





Laboratory by the Customer or its agents or representatives and hand back the Laboratory cleared and in such condition as it was in at the beginning of such Reserved Session, failing which EZU may at any time thereafter at the cost of the Customer remove and dispose of such goods, equipment, waste and other materials and the Customer shall indemnify EZU against any costs, damages or liability so incurred.

5 EZU's continuous control

- 5.1 During the Reserved Sessions, EZU and its agents and representatives shall have free access to the Laboratory and may inspect and carry out repairs and replacement in the Laboratory where such inspection, repairs and replacement are necessary in the reasonable opinion of EZU.
- 5.2 EZU may, without liability to the Customer, prevent access to or remove from the Laboratory any person or persons acting in a way which, in reasonable opinion of EZU, may cause a breach of peace or may be considered to be harmful, undesirable or offensive and prevent access to or remove from the Laboratory any person who in the opinion of EZU or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Laboratory or poses a security risk or who infringes any applicable laws and regulations and any of the Rules.
- 5.3 Where, in the reasonable opinion of EZU, any situation or action or event occurring during a Reserved Session is a breach on the part of the Customer of the terms of this Agreement or may constitute a danger to the safety of the persons in or in the vicinity of the Laboratory, EZU may suspend or control in such manner and to such extent as EZU may consider necessary any such situation, action or event.

6 The Equipment

- 6.1 EZU shall during the Reserved Sessions provide in the Laboratory the Equipment.
- 6.2 The Customer shall use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and ensure that the Equipment is operated and used by properly skilled and trained personnel.
- 6.3 The Customer shall be solely responsible for and indemnify EZU in respect of all loss of or damage to the Equipment (excluding only fair wear and tear, loss and damage caused by any risk covered by EZU's insurance and damage by EZU's agents and representatives) however caused occurring during any Reserved Session.
- 6.4 The Customer shall not remove any of the Equipment from the Laboratory, make any alteration to the Equipment or remove any existing component from the Equipment without the consent of EZU.

7 Force majeure

- 7.1 If, by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war (or threat thereof), act or threatened act of terrorism, fire or explosion or any other event beyond the control of EZU other than a shortage of money or shortage of materials, EZU is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement, EZU shall forthwith ensure that the Customer is aware of the occurrence of any such event and the Customer shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing. EZU shall be under no liability to the Customer for any loss which it may sustain in consequence of any such cancellation or suspension. The Customer shall in the event of cancellation be under no liability to EZU in respect of its future obligations under this Agreement and in the event of suspension shall be relieved of such obligations under this Agreement for the period of such suspension (but without prejudice to any rights of either party against the other in respect of any claim accrued under this Agreement down to the date of commencement of such cancellation or suspension).

8 Insurance and liability

- 8.1 The Customer shall be responsible for insuring against loss of or danger to the property and effects of the Customer and its agents and representatives and against death, injury, loss or damage suffered by any persons employed by any of them or to their property and effects or against any consequential loss suffered by them and the Customer shall indemnify EZU against all claims which may be





made against EZU in respect of any such matter unless the death, injury, loss or damage is caused by or arises out of the negligence of EZU or its agents or representatives.

- 8.2 EZU does not provide the use of the Laboratory or the Equipment with any representation concerning their condition, performance, qualities or suitability for any particular purpose.

9 Termination

- 9.1 EZU may terminate this Agreement forthwith on notice to the Customer on the occurrence of any of the following events:-

- (a) the Customer fails to pay any moneys due and payable under this Agreement (whether demanded or not);
- (b) the Customer substantially fails to perform and observe all or any of the obligations on its part contained in this Agreement; or
- (c) the Customer enters into liquidation, whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company), or has a receiver or administrative receiver appointed or enters into any arrangement for the benefit of its creditors.

- 9.2 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

10 Generally

- 10.1 Any delay or failure of EZU to exercise any right or remedy shall not constitute a waiver of it or them and any of EZU's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to EZU to the effect that such rights are cumulative and not exclusive of each other.
- 10.2 This Agreement contains all the terms agreed between the parties except for such variations in writing as shall be agreed in writing by EZU and the Customer to the exclusion of any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document. The rights of EZU are assignable by EZU without the Customer's consent. The Customer is not permitted to assign this Agreement.
- 10.3 If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.
- 10.4 Any written communication from EZU to the Customer shall be sufficiently served if sent by prepaid post or letter or delivered by hand to the address of the Customer overleaf and shall be deemed to have been received by the Customer 48 hours after the time of posting and at the date of delivery if delivered otherwise than by post to the Customer's said address.
- 10.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by EZU shall be subject to correction without any liability on the part of EZU.
- 10.6 This Agreement shall be governed and construed according to the law of Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby consent to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region of the People's Republic of China.

