

Terms and Conditions

General Terms and Conditions of PharmaLex Italy S.p.A. (2023)

These General Terms and Conditions (“GTC” and “Terms”) govern the business relationship (B2B) between PharmaLex GmbH and/or its Affiliates (together “PharmaLex”) (it being understood that all references in this GTC to PharmaLex means PharmaLex and its Affiliates collectively) and any professional client and/or its Affiliates (together “Client”) (it being understood that all references in these Terms to Client means Client and its Affiliates collectively), in particular in respect of the provision of Services subject to individual Work Orders (as defined below). PharmaLex and Client are hereinafter also referred to individually as “Party” and collectively as “the Parties”.

We reserve the right to change, modify, add to, or otherwise alter these Terms at any time. Changes, modifications, additions, or deletions to these Terms shall be effective immediately upon their posting on the Services. You agree to review these Terms periodically to be aware of such revisions. If you are an existing Client, we may inform you of any material changes by notification through email to the assigned contact person. Otherwise, you may view the most recent Terms and Conditions, available at <https://www.pharmalex.com/country/italy/>. Your use of the Services after we post such changes, modifications, additions, or deletions constitutes your acceptance of such changes, modifications, additions, or deletions.

All service contracts are concluded exclusively with customers who are to be regarded as entrepreneurs within the meaning of § 2082 art. (Italian Civil Code), as well as with legal entities under public law and special funds under public law.

The basis for all service contracts between the Parties is the English version of these GTC. Versions of these GTC in other languages are for information purposes only.

1. Definitions

As used in these Terms the capitalized terms shall have the following respective meanings:

(a) “Affiliate(s)” of a Party for the purpose of these Terms mean(s) any company, corporation, firm, joint venture, partnership, or other entity controlled by, controlling or under common control with such Party. For purposes of this definition, “control” shall mean the ownership of at least fifty percent (50%) of the share capital or voting rights or any other comparable equity or ownership interest.

(b) “Confidential Information” means all data, know-how, materials and / or other information provided by one (1) Party (“Disclosing Party”) to the respective other Party (“Receiving Party”) whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Personal Information, the Services, documentation, the terms and conditions of this Agreement, pricing and other terms set forth in all orders hereunder, as well as marketing plans, budgets, financial information, technology, technical information, methods, processes, techniques, designs, auditor reports, test results, internal policies, computer programs, and other business information disclosed by the Disclosing Party.

(c) “Services” means the whole scope of consulting and advisory services collectively or individually offered and/or provided by PharmaLex, its Affiliates and/or its sub-contractors, as well as any supplies

and performances associated with the provision of such services (including, without limitation, trainings, audits, staff leasing, to the extent they are permitted by law and subject to prior mandatory authorization).

(d) "Third Parties" means any legal entity or individual person other than PharmaLex, Client, the Parties' Affiliates, and PharmaLex' Staff Members (as defined in § 3.2).

(e) "Work Order" means any individual order from Client for the provision of Services to be placed with PharmaLex. The Work Orders shall be issued and confirmed in accordance with these Terms and any additional and individually agreed terms between the Parties.

2. Applicability, Services and Contact Persons

2.1. These Terms shall govern the relationship between the Parties and shall apply exclusively, unless otherwise agreed by the Parties. The Terms shall be considered as accepted by Client upon order placement or receipt of Services at the latest. Services will be performed by PharmaLex on the basis of mutually agreed Work Orders, which shall be binding for PharmaLex only if signed by its representatives. PharmaLex shall not be obliged to commence performing any Services before a Work Order has been confirmed and signed by PharmaLex. Nothing in these Terms will be construed as to limit PharmaLex' right not to accept or confirm a Work Order.

The Work Orders, these Terms, and any additional and individually agreed terms between the Parties constitute the entire agreement of the Parties which supersedes all prior agreements and understandings relating to such subject matter. PharmaLex's failure to object to Client's additional or conflicting Terms does not operate as a waiver of these Terms.

2.2. Each Work Order will set forth the scope and terms and conditions of the particular Services, including a detailed description of the work, deliverables, timelines, and the budget. A Work Order may only be modified or amended in writing signed by a duly authorized representative of each respective Party and specifically referring hereto. Unless otherwise agreed by the Parties, each Work Order shall refer to these Terms and shall be governed by these Terms. Any reference to the Work Order in these Terms shall be a reference to the Work Order inclusive of any and all appendices hereto.

2.3. In the event of any conflict between these Terms and a Work Order, the GTC shall govern unless such Work Order specifically refers to these Terms and specifically identifies the Section(s) to be modified in these Terms. Any such amendment shall apply only to such Work Order and shall not act as an amendment of these Terms as they relate to any prior or subsequent provision of Services.

2.4. In connection with each Work Order, each Party may appoint a designee as its representative which shall be the primary point of contact under such Work Order. The representatives will interface regarding the performance of Services arising under the applicable Work Order and must have or promptly be able to obtain sufficient authority to make all necessary decisions in relation to the Work Order.

3. Responsibilities of PharmaLex

3.1. When performing the Services in accordance with the Work Order, PharmaLex will comply with the applicable laws and regulations pertaining to this GTC and all transactions it contemplates.

3.2. PharmaLex shall be entitled to use, at its sole discretion, employees, freelancers, and/or sub-contractors (together the “Staff Members”) having the necessary and legally required technical expertise and experience for providing the Services under the Work Order.

3.3. PharmaLex will take reasonable steps to maintain the continuity of Services and use best efforts to maintain the continuity of the Staff Members assigned to provide the Services. PharmaLex reserves the right to change any assigned Staff Members provided that the replacement Staff Members shall have substantially equivalent qualifications.

3.4. PharmaLex will provide Services with customary care and of quality correspondent with industry standards using reasonably required methods, means, and procedures in its own discretion, PharmaLex will use all commercially reasonable efforts in a diligent manner to perform the Services in accordance with the timing agreed by the parties in the Work Order.

3.5. Client shall have the right to inspect and audit PharmaLex and its respective services provided to Client by authorized representatives upon giving reasonable written notice to PharmaLex. PharmaLex provides guided facility access to Client during the time of the audit. PharmaLex’s time invested in preparing and attending the audit will be charged to Client at hourly rates depending on the level of expertise required.

4. Responsibilities of Client

4.1. To assist PharmaLex to fulfil its obligations under the individual Work Order, Client will at all times cooperate in good faith and at its cost provide PharmaLex with:

- All information and documentation as well as technical preconditions necessary so as to enable PharmaLex render the Services efficiently and in a timely manner;
- Confirm that any information and documentation provided is complete and accurate;
- Promptly notify PharmaLex of any change in the information, documentation, and preconditions which may impact the Services as soon as such change becomes known to it.

4.2. All personal information provided by Client to PharmaLex shall be exclusively in anonymized form. Nothing herein shall require PharmaLex to perform or verify an anonymization process of the data provided by Client or bear any related costs. Client shall therefore not provide, any Personal Information to PharmaLex. Client further acknowledges and agrees that any instructions to process such information will require a Data Processing Agreement (“Data Processing Agreement” or “DPA”) and the possibility of additional fees. Client shall immediately notify PharmaLex if it provides any Personal Information and PharmaLex shall delete or return the Personal Data promptly after receiving such notice, unless parties agree otherwise. PharmaLex will not be responsible or liable for any Personal Information that Client provides in violation of this section, subject to PharmaLex’s obligations to return or delete as described in this section.

4.3. Client represents and warrants that: (i) it will use the Services in compliance with these Terms, the Order(s), the Data Processing Agreement (if applicable), and all applicable laws.

5. Place and Time of Provision of Services

5.1. The Services will be delivered at PharmaLex's or Client's premises or at another place as mutually agreed upon. If and as required to fulfil PharmaLex's obligations, Client shall afford PharmaLex full and safe access to its premises as well as to necessary materials and equipment of Client during normal working hours.

5.2. The Services will be provided during normal business hours. Services provided outside normal business hours, over the weekend, or on public holidays shall be provided only if expressly agreed and subject to a surcharge in accordance with PharmaLex's Service rates. Public holidays at the place where the Services are provided shall be valid.

6. Payment of Fees and Expenses

Client will pay PharmaLex for Service fees and expenses in accordance with the Work Order and these Terms. Unless otherwise agreed in a particular Work Order, the following shall apply:

6.1. Service Fees.

Service Fees. The Service fee charged to Client is applied depending on the level of expertise required for each project and will be specified in the respective Work Order.

Adjustment. PharmaLex can demand an adjustment of the fixed price agreed in accordance with the regulation of the fixed price agreed in the Agreement if, due to circumstances which have occurred through no fault of PharmaLex, significant additional expenditure for the agreed project has occurred or significant additional costs have arisen in accordance with the principles of equity. For example, events which were objectively unforeseeable and occurred without PharmaLex's involvement or which are attributable to circumstances within the sphere of the client are deemed to be without PharmaLex's fault in this sense.

Inflation. Agreed service rates and prices shall be adjusted by the parties after a period of 12 months if the price index on which the inflation calculation is based has changed by more than 2% as of the end of the previous year. The applied inflation rate is based on the annual average inflation of the previous year, based on the inflation rate of the country of the invoicing customer. The adjustment shall be made by the parties in accordance with the principles of equity in good faith.

6.2. **Expenses.** Pharmalex shall be reimbursed for any accommodation costs and travelling expenses incurred by rendering the Services as follows:

(a) Accommodation cost: All costs for accommodation of a PharmaLex Staff Members during a business trip will be charged to Client after prior authorization and following the submission of the corresponding receipts. For all days when PharmaLex staff is on site at Client or traveling on behalf of Client, a standard meal allowance rate per day for each Staff Member as defined in the Work Order will apply depending on the respective country.

(b) Travel expenses (according to PharmaLex's travel policy):

- Use of private car: In accordance with the local laws and regulations regarding kilometer / mile allowance rates, determined by the government / tax authority.
- Use of train: Train ticket second (2nd) class (economy / flexible rate).
- Short and mid distance flights (up to five (5) hours): flight ticket economy class.

- Long distance flights (over five (5) hours): flight ticket premium economy, business class booking requires previous confirmation by Client.

The choice of transportation is to be agreed upon by PharmaLex and Client before start of the journey. PharmaLex shall obtain Client's approval prior to booking any flight arrangements. Further specifications will be determined in the Work Order. Additional extraordinary expenses and pass-through costs, if any, will be agreed on a case-by-case basis and are subject to upfront payment.

6.3. Payment and Invoices. PharmaLex will invoice Client on a monthly basis for the Service fees and expenses incurred in performing the Services. If requested by Client, PharmaLex will provide time sheets in which the expended service time is detailed.

Client shall pay each invoice within thirty (30) days of the date of the invoice, or any longer period as set out in the invoice. If any payments due under the Work Order are not received by PharmaLex when due, PharmaLex reserves the right (i) to suspend performance for all Services, and (ii) to charge default interest from the first day after the due date until payment in full is received as required under the Work Order; and (iii) condition future Services purchases on payment terms shorter than those specified in previous Order(s). The date of receipt by PharmaLex of the payment is decisive for its timeliness. The amount of the default interests shall be established in accordance with Legislative Decree 9 October 2002, No. 231 in its current version and/or in accordance with any applicable Law in relation to late payments.

Client shall pay all amounts under this Agreement without setoff or counterclaim, and without any deduction or withholding except against claims which are undisputed or have been finally adjudicated upon by the courts. Client shall notify PharmaLex in writing of any amounts disputed within ten (10) days from receiving the invoice. Such notice must include the invoice number in dispute, the item(s) and amount(s) disputed, and a description of the grounds for disputing the invoice. Notice of any disputed invoice amount shall not release Client from the obligation to pay. Any portion of an invoice not disputed within ten (10) days shall be deemed accepted by Client.

7. Confidentiality and Proprietary Rights

7.1. The receiving Party shall not disclose any Confidential Information to any third party without the Disclosing Party's prior written approval. The confidentiality obligation will survive the term of the Work Order for which such information was disclosed or of any current Work Order, whichever is longer, for a period of five (5) years.

7.2. The receiving Party will treat Confidential Information received from the Disclosing Party with the same level of care and attention that it applies to its own Confidential Information but in no event less than reasonable care.

7.3. The receiving Party will make Confidential Information accessible on a need-to-know basis only to those of its Staff Members, Affiliates, consultants, and other third parties who require such Confidential Information in order for the Receiving Party to fulfill its obligations under any Work Order. The Receiving Party will execute Non-Disclosure Agreements containing provisions which are at least as restrictive as the ones applicable to the Receiving Party under these Terms or under any Non-Disclosure Agreement, prior to granting such access. The Receiving Party is legally responsible for the compliance with the provisions of such Non-Disclosure Agreements by those receiving access to Information from it.

7.4. The obligations to confidentiality and restriction of use shall not apply to any particular portion of Confidential Information for which the Receiving Party can reasonably demonstrate that: (a) it is available to the public domain, or (b) it becomes available to the public domain (other than as a result of unauthorized disclosure by the Receiving Party); or (c) it was available to the Receiving Party prior to the receipt from the Disclosing Party; or (d) it becomes lawfully available to the Receiving Party on a non-confidential basis from a third party entitled to make such disclosure. If Receiving Party becomes compelled to disclose any Confidential Information by way of statute, government regulation, or judicial order, recipient may so disclose, provided, however, that recipient shall provide the Disclosing Party with prompt notice, to the extent legally permissible, of any such obligation to disclose so that the Disclosing Party may seek a protective order of the court or other appropriate remedy, and if requested by the Disclosing Party, recipient or recipient's representative, as the case may be, shall exercise reasonable commercial efforts to seek a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information prior to being disclosed, at the expense of the Disclosing Party. In any event, recipient shall furnish only that portion of the Confidential Information which is legally required to be disclosed.

7.5. All documents received by a Party shall be returned or destroyed upon the written request of the Disclosing Party after completion or termination of the Work Order, as the case may be.

7.6. PharmaLex, its licensors, and its service providers own all right, title, and interest in and to the Services, including all related intellectual property rights. PharmaLex reserves all rights not expressly granted to Client under these Terms. Each Party recognizes and agrees that nothing contained in the Work Order or these Terms shall be construed, by implication or otherwise, as a grant of any right, option, or license under any intellectual property rights or other proprietary rights. Each Party recognizes and agrees that nothing agreed on in the Work Order or these Terms shall be construed, by implication or otherwise, as an obligation to enter into any further agreements, nor as a restriction to do so.

7.7. Client recognizes that the means, methods, techniques, skills, concepts, equipment, algorithms, software (including PharmaLex's commercial software), and any other approaches and tools (the "Working Tools") used to perform the Services are regularly used by PharmaLex for its core business. Therefore, Client recognizes that PharmaLex may use, develop, adapt, and/or improve such Working Tools using information of Client and that such Working Tools will remain the sole property of PharmaLex. PharmaLex will be free to use its developed, adapted, and/or improved Working Tools without any restriction or payment of royalties in the future. PharmaLex will exclusively own all right, title, and interest in and to any suggestions, enhancement requests, recommendations, or other feedback provided by Client relating to the Services.

7.8. This § 7 shall have priority over and replace any non-disclosure or confidentiality agreement entered into by the Parties prior to a specific Work Order. The Parties acknowledge that irreparable harm may result to the Disclosing Party if Receiving Party or its representatives breach their obligations under this section and that such a breach may not be properly compensable by an award of money damages. Accordingly, the remedies for any such breach or a threatened breach may include, in addition to other remedies and damages available in law or equity or under these Terms, injunctive relief or other equitable relief enjoining such breach or threatened breach at the earliest possible date, and such remedies may be exercised without the necessity on the part of the Disclosing Party to: (i) prove that such damages would not be adequately compensated by monetary award; or (ii) post any bond or security.

8. Security, Privacy, and Publications

8.1. The Parties agree to handle and process personal data in compliance with any applicable national and European data protection laws, in particular the General Data Protection Regulation (“GDPR”) (“EU”) 2016/679, in its most recent version.

8.2. Client represents and warrants that it owns or otherwise has and will have the necessary rights and consents in and relating to any data it makes accessible to PharmaLex, including by presenting, complying with, and enforcing all appropriate disclosure, consent, and notice requirements at the point of collection of data, so that, as accessed, received, and processed by PharmaLex in accordance with these terms, the data does not and will not infringe, misappropriate, or otherwise violate any data, privacy, or any other rights of any third party, or violate any applicable laws.

8.3. PharmaLex shall establish and maintain industry-standard technical, administrative, and physical safeguards to protect against the destruction, loss, theft, unauthorized access, acquisition, modification, or alteration of Client Personal Information in the custody, possession, or control of PharmaLex or PharmaLex’s Staff Members. Such procedures and safeguards will, at a minimum, comply with industry standards and applicable law and be no less rigorous than those maintained by PharmaLex for its own information of a similar nature. PharmaLex shall process Client Personal Information solely to provide the Services. To the extent PharmaLex processes Personal Data, the Data Processing Agreement and Privacy Policy will apply to such processing.

8.4. If the Parties become aware of any breach of any applicable data privacy law relating to the Services, they shall promptly notify the other Party and, if requested, assist the other Party in meeting any obligations under applicable data privacy law to notify data subjects, regulatory authorities, or other required parties of such a breach.

8.5. Except as otherwise described in the Work Order, PharmaLex undertakes not to use any data generated or any Confidential Information received from Client in connection with any Work Order for any kind of publication, except with Client’s prior approval.

9. Limitation of Liability and Warranty

9.1. PharmaLex’s liability shall be limited to damages and losses suffered by Client and caused by PharmaLex through gross negligent or willful breach of its contractual or legal obligations. PharmaLex shall not be liable for any loss of profits, revenue, goodwill, business opportunity, loss, destruction or unauthorized disclosure of data or personal data, and third party claims or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with these Terms and the Work Order. PharmaLex’s liability is limited to damages caused by the breach of key contractual obligations, which are essential to the performance of Services and on the fulfillment of which Client reasonably may rely (the “cardinal obligation”). Furthermore, PharmaLex’s liability shall in no event exceed two times the total of the service fees paid or payable by the Client to PharmaLex under the Statement of Work in relation to which the liability arose (excluding expenses, travelling, accommodation, and pass-through costs).

PharmaLex's liability shall be limited to damages and losses suffered by Client and caused by PharmaLex through gross negligent or willful breach of its contractual or legal obligations. PharmaLex shall not be liable for any indirect or consequential damages of any type, such as, without limitation, lost profits or business interruption, due to any breach of any provision of these Terms and the Work Order. PharmaLex's liability is limited to damages caused by the breach of key contractual obligations which are essential to the performance of Services and on the fulfillment of which Client reasonably may rely (the "cardinal obligation"). Furthermore, PharmaLex's liability is limited to a maximum amount equal to the sum of all service fees (excluding expenses, travelling, accommodation, and pass-through costs) invoiced to and paid by Client for all Services rendered by PharmaLex to Client under all Work Orders during the respective calendar year.

9.2. PharmaLex is not liable for tortious acts or omissions of its Staff Members. Client will indemnify PharmaLex in this regard for all claims arising from third parties.

9.3. The limitations of liability stated above shall not apply to damages from injury to the life, limb, or health. However, for the slightly negligent infringement of contractual duties the liability is limited to damages and losses typically predictable at the time the contract was concluded.

9.4. The limitations of liability stated above also apply in favor of the Staff Members of PharmaLex and any third parties appointed by PharmaLex to perform the Services.

9.5. The limitations of liability stated above shall cover any and all claims, whether in contract or in tort, which Client may assert against PharmaLex, regardless of their legal basis, without prejudice to the liability arising out of gross negligence, willful misconduct or violation of public policy (in accordance with article 1229 of the Italian Civil Code).

9.6. PharmaLex will during the time of any Work Order and for five (5) years thereafter maintain at its own costs a liability insurance with an insured sum of maximum € 6,000,000.00 per incident for bodily injury and property damages (including claims to rented property) as part of the General Liability Insurance and an insured sum of maximum € 10,000,000.00 per incident for financial losses as part of the Errors and Omissions Insurance with double aggregated limits per year, respectively. Upon request, PharmaLex will provide Client with a copy of the insurance certificates.

10. Force Majeure

10.1. Except for the obligation to pay due invoices, either Party shall be relieved from its obligations under any Work Order and these Terms, if and as long as an event of Force Majeure prevails. As cases of Force Majeure are considered all such events that are beyond a Party's reasonable control including, without limitation, fire, flood, storm, natural disasters, war, military conflicts, strike, industrial disputes, acts of terrorism, cyber-attacks, riot, boycott, embargo, import ban, political sanctions, changes of laws and official directives, or the rejection of sub-contractors to provide supplies with regard to the above circumstances.

10.2. The Party claiming relief by reason of an event of Force Majeure shall notify the other Party without delay on the occurrence and cessation thereof. In the event that a party experiences Force Majeure, it shall do its utmost to minimize the effects of the delay, and to adhere as closely to the Agreement and/or any Work Order as reasonably possible.

11. Effective Date, Term, Termination of Work Orders

11.1. Work Orders shall come into force upon the effective date as set forth in the respective Work Order and may be terminated at any time by Client upon thirty (30) days prior written notice to PharmaLex, or by PharmaLex upon ninety (90) days prior written notice to Client, if not otherwise specified in the respective Work Order.

11.2. The termination of an individual Work Order shall not affect the validity of any other current Work Orders, unless they are also terminated in writing according to the respective applicable provisions.

11.3. PharmaLex or Client may terminate any Work Order for good cause in particular, but without limitation:

(a) In the event that the other Party is in breach of any of its obligations under a Working Order, the non-breaching Party may terminate the Working Order affected by the breach effective on thirty (30) days prior written notice (which notice shall specify in reasonable detail the nature of such breach and the specific Work Order) to the breaching party; provided that no such termination shall become effective if the breaching party shall have cured such breach within thirty (30) days after its receipt of such notice.

(b) In the event a (voluntary or involuntary) petition for insolvency, receivership, or any similar proceedings under any insolvency laws has been filed in respect of the other Party, the non-affected Party may terminate any Working Order at any time; provided that no such termination shall become effective if such petition shall be dismissed within thirty (30) days after the filing thereof.

11.4. In the event of early termination of any individual Work Order, PharmaLex shall be entitled to invoice and Client shall pay to PharmaLex all fees and other amounts that accrued in connection with such Work Order prior to the effective date of termination. In addition, PharmaLex shall be entitled to invoice and Client shall pay PharmaLex's actual costs reasonably documented and incurred as a consequence of the early termination including, without limitation, costs for non-cancellable obligations and unused resources. PharmaLex shall refund to Client any exceeding amounts. The payments shall be made within fourteen (14) days after the effective date of termination at the latest.

11.5. The foregoing is without prejudice to the right to claim damages and any other legal rights provided for in the event of breaches of contract by the Client.

11.5. The provisions of § 7, 8, 9, 11, 12 and 13 of these Terms will survive any expiration or termination of any Work Order.

12. Solicitation of PharmaLex Staff Members for Employment

12.1. The Client warrants that it will not hire any PharmaLex Staff Member during this agreement and for a period of at least 1 (one) year from the termination of this Agreement. Any infringement of this provision made by the Client will entitle PharmaLex to claim damages. In the event that Client or any of its Affiliates, enters into a (full-time or part-time) employment relationship with a Staff Member of PharmaLex with whom Client had contact or who (or whose performance) became known to Client in connection with the Services, PharmaLex shall be entitled to ask for the payment of a contractual penalty equivalent to 100% of the gross annual income of the affected employee.

The term annual gross earnings as used above shall mean the amount paid by Client to the Staff Member excluding ancillary benefits, plus the statutory value added tax in effect at the respective point in time.

Client shall undertake to promptly notify PharmaLex of Client's entering into an employment relationship causing a claim for brokerage commission. The brokerage commission shall become due for payment upon establishment of the employment relationship, in no case later than eight (8) calendar days after the execution of a respective employment agreement.

12.2. Client may prove that the recruitment of the Staff Member is not based on a direct or indirect solicitation by Client as a result of the prior cooperation within the scope of a Work Order with PharmaLex, and that Client has had no contact to, or the Staff Member (or its performance) have not become known to Client in connection with the Services.

13. Miscellaneous

13.1. The business relationship with Client and any Work Order shall be exclusively governed by and construed in accordance with Italian law, excluding the conflict-of-law rules. The place of jurisdiction in case of any claim, dispute, or controversy arising out of or in relation to business relationship with Client, including but not limited to the validity, invalidity, breach, or termination of a Work Order, is Milan, Italy.

13.2. If any provision of any Work Order or these Terms is or becomes invalid, void, or unenforceable, (a) all remaining provisions of such Work Order or these Terms shall remain in full force and effect, and (b) the invalid or unenforceable provision shall be replaced by mutual agreement of the Parties in writing by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

13.3. These Terms bind and benefit the Parties and the Parties' respective heirs, executors, administrators, legal representatives, and permitted successors and assigns. Neither Party may assign any of its rights nor delegate any of its obligations (except for delegation by PharmaLex to its subcontractors) under these Terms, except with the prior written consent of the other Party, provided, however, that PharmaLex may, without the written consent of Client, assign this agreement and its rights hereunder and delegate its obligations in connection with the transfer or sale of all or substantially all of its business, by merger, consolidation, change in control, sale of assets or similar transaction, or to any Affiliate of PharmaLex. Any purported assignment of these Terms and rights herein or delegation of obligations in violation of this section will be null and void and of no effect.

13.4. Nothing in these Terms is intended to create a joint venture, partnership, agency, or employment relationship between the Parties. Neither Party by virtue of this agreement has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Furthermore, other than the express obligations contained in these Terms, nothing in these Terms obligates either Party to enter into any additional contractual relationship with the other Party.

13.5. This agreement is personal to the Parties and no third parties will be considered beneficiaries hereof, for any purposes. Additionally, no provision, right, power, or privilege in these Terms may be waived, except pursuant to a written waiver executed by the Party against whom the waiver is sought to be enforced. Failure of a Party to enforce its rights on one (1) occasion will not result in a waiver of such rights on any other occasion.