

BBI CONDITIONS FOR EVALUATION SAMPLES

These conditions apply to the supply of any BBI standard (made to stock) products to a recipient for evaluation for the purposes of the recipient making a decision to place an order for the product.

The following definitions apply in these Conditions.

Affiliate	means any entity that directly or indirectly controls, is controlled by or is under common control with another entity, where control means direct or indirect ownership of at least 50% (fifty percent) of the voting stock of any body corporate, or any comparable equity or ownership interest or the legal power to direct or cause the direction of the general management of any organisation
BBI	means BBI Solutions OEM Limited or any Affiliate
Conditions	means these terms and conditions
Confidential Information	means information owned by BBI and obtained by the Recipient which is by its nature obviously confidential and includes (but is not limited to) that information and any Intellectual Property supplied by BBI to the Recipient or gained by the Recipient from the Objective
Evaluation Sample	means a sample of Product that BBI will transfer to the Recipient under these Conditions solely for the purpose of the Objective
Intellectual Property	means all patents, design rights (whether registered or unregistered), trademarks, service marks, utility marks, domain names, trade and business names, publicly available and registered applications for any of the foregoing, copyrights, inventions, confidential information, trade secrets, know-how and registered database rights including all applications for the same, all extensions and renewals to any of them and publicly available and registered applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world

Objective	means evaluation of the Evaluation Sample by the Recipient to assess suitability of the Product and a potential purchase of such Product. (Sale to a third party, commercial use and diagnostic use are all strictly prohibited.)
Product	means the BBI standard (made to stock) product provided to the Recipient for the Objective
Recipient	means the party receiving the Evaluation Sample under these Conditions
Sale Terms	BBI Standard Terms and Conditions of Sale (available at www.bbisolutions.com)

1. Terms

1.1 In requesting (and in consideration of) the transfer of the Evaluation Sample (whether supplied free of charge or otherwise), the Recipient acknowledges, understands and agrees to be bound by the terms of these Conditions.

1.2 If it has been agreed that the Recipient will pay for the Evaluation Sample then the Sale Terms will also apply but these Conditions will take priority where there is any conflict.

1.3 The terms of delivery contained in the Sale Terms will apply unless otherwise agreed in writing.

1.4 Neither the Recipient nor BBI shall be bound by any variation, waiver of or addition to these Conditions, except as agreed by both parties in writing.

1.5 If any of the provisions of these Conditions are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Conditions and the remainder of the affected provisions shall continue to be valid.

1.6 These Conditions do not apply to the contractual supply by BBI of any sample for testing by a customer in advance of the delivery of a bulk order of such product. Any such sample is supplied pursuant to the Sale Terms or a long term supply agreement.

2. Transfer

2.1 BBI hereby grants the Recipient a personal, non-transferable, non-exclusive licence to use the Evaluation Sample solely for the purposes of the Objective. The Evaluation Sample may not be modified, reverse engineered or deconstructed.

2.2 In consideration of BBI making the Evaluation Sample available to the Recipient, the Recipient shall:

2.2.1 keep the Evaluation Sample confidential, do not transfer it to any third party and only use it for the purpose of the Objective;

2.2.2 not directly or indirectly disclose any Confidential Information (or allow it to be disclosed);

2.2.3 use its best endeavours to ensure that no person is able to access the Evaluation Sample from the Recipient unless authorised by BBI in writing to do so; and

2.2.4 inform BBI immediately on becoming aware, or suspecting, that an unauthorised person has become aware of the Evaluation Sample.

2.3 Save for death and personal injury caused by BBI's negligence, BBI shall have no liability of any kind to the Recipient in respect of the Evaluation Sample or Confidential Information.

2.4 No representations, conditions, warranties or other terms of any kind are given in respect of the Evaluation Sample or the Confidential Information, and all statutory warranties and conditions are excluded to the fullest extent possible.

2.5 The Recipient agrees to use and handle the Evaluation Sample in a safe manner and in accordance with all local laws and regulations applicable to the Evaluation Sample.

3. Delivery

3.1 BBI shall deliver the Evaluation Sample in accordance with the Delivery of Goods terms contained in the Sale Terms.

4. Property Rights

4.1 The Evaluation Sample, Confidential Information and all related documentation are proprietary to BBI. The Recipient acknowledges that any disclosure pursuant to this agreement shall not confer on the Recipient any Intellectual Property or other rights in relation to the Evaluation Sample or the Confidential Information.

4.2 Ownership of all complete or partial copies of the Evaluation Sample and related documentation shall at all times remain with BBI. The Recipient agrees to mark any copies of the Evaluation Sample which it may make in any tangible medium with a notice that such copy belongs to BBI.

4.3 In the event that any inventions are conceived and/or reduced to practice in connection with the Recipient's performance of the Objective including without limitation any modifications or improvements to the Evaluation Sample, then the Recipient shall promptly provide written notice of the same to BBI in sufficient detail to allow evaluation of the same by BBI. The Recipient

hereby agrees that BBI shall solely own all right, title and interest in and to any Intellectual Property in such inventions made by the Recipient in performing the Objective.

4.4 In the event that the Recipient is notified by a third party that that party claims rights in the Evaluation Sample or that use of the Evaluation Sample infringes any right of that third party, the Recipient agrees to immediately notify BBI and, at BBI's request, to immediately cease use of the Evaluation Sample. If BBI is unable to allow the Recipient to continue evaluation of the Evaluation Sample, the provisions of Clause 2.3 shall apply.

5. Feedback

5.1 The Recipient is obliged to provide BBI with a technical summary of the evaluation upon request by BBI, with such detail as BBI reasonably requires.

6. General

6.1 The Recipient will indemnify, and hold BBI harmless from and against any and all suits, actions, losses, obligations, deficiencies, liabilities, claims, damages, costs and expenses (including court costs and reasonable attorneys fees) which arise out of, are caused by, relate to or result or occur from or in connection with the acts or omissions of the Recipient in connection with the Recipient's use of the Evaluation Sample or Confidential Information.

6.2 These Conditions shall be interpreted and construed in accordance with the laws of England and Wales. Any disputes arising out of the Conditions shall be submitted to the exclusive jurisdiction of the English and Welsh Courts.