

OXONICA TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 "Buyer" means that one of Oxonica Materials Limited, Oxonica Energy Limited, Oxonica Healthcare Limited or Oxonica Overseas Holdings Limited, all of Unit 7 Begbroke Science and Business Park, Sandy Lane, Yarnton, Kidlington, Oxon OX5 1PF, named on the Purchase Order;

1.2 "Seller" means the party to whom the Purchase Order is addressed;

1.3 "Conditions" means these terms and conditions of purchase together with any others set out in the Purchase Order, any Order Amendment or otherwise agreed in writing between Buyer and Seller. For the avoidance of doubt where there are any inconsistencies between these terms and conditions and those in other documents then such additional expressly agreed terms shall take precedence over these;

1.4 "Contract" means the contract for the purchase and sale of Goods which shall be subject to the Conditions. For the avoidance of doubt the Contract shall not include any of the Seller's conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include the Seller's terms and conditions of sale then in the event of any conflict or apparent conflict these terms and conditions of purchase shall always prevail over the Seller's terms and conditions of sale. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that the Seller has accepted the Conditions;

1.5 "Goods" means the goods and/or services described in the Contract;

1.6 "Authorised Officer" means the Buyer's employee authorised, either generally or specifically, by the Buyer to sign the Purchase Order, confirmation of which may be obtained from the Chief Financial Officer;

1.7 "Authorised" means signed by one of the Buyer's Authorised Officers;

1.8 "Purchase Order" means the Buyer's Authorised Purchase Order having these terms and conditions of purchase on its reverse, attached to it or referring to them on its face;

1.8 "Order Amendment" means the Buyer's Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment;

1.9 "In writing" includes fax transmission and electronic communications but no formal written notice to be served under this agreement shall be served by electronic communications.

2. PRICE

The Seller will sell the Buyer the Goods for the firm and fixed price stated in the Contract.

3. CHANGES

The Buyer shall have the right, before delivery, to send the Seller an Order Amendment adding to, deleting or modifying the Goods. If an Order Amendment will cause a change to the Price or delivery date then the Seller must suspend performance of the Contract and notify the Buyer without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price. The Seller must allow the Buyer 10 days to consider any new price and delivery date. The Order Amendment shall take effect when but only if the Buyer's Authorised Officer accepts in writing the new price and delivery date within the time the Seller stipulates. If the Buyer's Authorised Officer fails to confirm the Order Amendment within the time the Seller stipulates then performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that the Buyer may still exercise the Buyer's right of cancellation in accordance with condition 4).

4. BUYER'S RIGHT OF CANCELLATION

In addition to the Buyer's other rights of cancellation under the Contract, the Buyer may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Seller a notice of termination. The Seller will comply with any instructions that the Buyer may issue with regard to the Goods. If the Seller submits a termination claim then the Buyer will pay to the Seller the cost of any commitments, liabilities or expenditure which in the Buyer's reasonable opinion were a direct consequence of the Contract at the time of termination provided Seller has taken all reasonable steps to mitigate any such costs. The total of all payments made or due to the Seller under the Contract, including any termination payment, shall not exceed the Price. If the Seller fails to submit a termination claim within 1 month of the date of the Buyer's notice of termination then the Buyer shall have no further liability under the Contract.

5. QUALITY AND DESCRIPTION

The Seller warrants that the Goods shall:

- (a) conform in every respect with the provisions of the Contract;
- (b) be capable of all standards of performance specified in the Contract;
- (c) be fit for any purpose made know to the Seller expressly or by implication and in this respect the Buyer shall rely on the Seller's skill and judgement;
- (d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
- (e) correspond with their description or any samples, patterns, drawings. Plans and specifications referred to in the Contract;
- (f) be of satisfactory quality, and

(g) comply with any current legislation, regulations or industry standards.

6. ACCEPTANCE

All Goods are subject to acceptance by Buyer. Defective Goods and early shipments shall be returned at Seller's risk and expense and the price (including all associated transportation costs) deducted from remittance. If any portion of a shipment does not conform to Buyer's Order, Buyer at its option may:

- (a) reject and return the entire shipment;
- (b) reject and return any or all non-conforming Goods, or
- (c) accept them at a reduced price. Buyer's acceptance of any non-conforming Goods shall not constitute a waiver of specification conformity for any additional Goods required to be delivered by Seller.

7. PAYMENT

Unless otherwise agreed in the Contract, the Buyer shall pay the seller within 60 days of receipt of a correctly rendered invoice. The Seller's invoice must be addressed to the 'Finance Department' at the invoice address indicated on the Purchase Order and must quote the full Purchase Order number, The Buyer shall not be held responsible for delays in payment caused by the Seller's failure to comply with the Buyer's invoicing instructions.

8. PROPERTY AND RISK

(a) The Seller shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.

(b) Ownership of the Goods shall pass to the Buyer:

(i) when the Goods have been delivered but without prejudice to the Buyer's right of rejection under the Contract, and

(ii) if the Buyer makes any advance or stage payment, at the time such payment is made, in which case the Seller must as soon as possible mark the goods as the Buyer's property.

9. SELLER'S WARRANTIES

9.1 (a) The Seller shall promptly make good at the Seller's expense any defect in the Goods that the Buyer discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by the Buyer whichever period shall expire first. Such defects may arise from the Seller's faulty design the Seller's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Seller's obligations whether under the Contract or at law.

(b) Repairs or replacements shall themselves be covered by the above warranty but for a period of 12 months from acceptance of such repairs or replacements by the Buyer.

(c) The Seller will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

9.2 The warranties in 5 above and herein are in addition to all other warranties, express, implied or statutory. Seller shall indemnify, defend and hold Buyer fully harmless from any breach of these warranties and this shall be without prejudice to any other rights or remedies of Buyer. Limitations on Buyer's remedy in documents of Seller, or otherwise, shall not be effective and are rejected. All warranties and all provisions of this clause and clause 5 shall survive inspection or acceptance of, payment for and use of the Goods ordered and completion, termination or cancellation of the Contract, and shall extend to Buyer, its customers, successors and assigns, and to users of the Goods.

10. INDEMNITY AND INSURANCE

(a) The Seller shall indemnify the Buyer against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Buyer may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of the Buyer or of any person for whom the Buyer is responsible) which shall have occurred in connection with any work executed by the Seller under the Contract or shall be alleged to be attributable to some defect in the Goods.

(b) The Purchase Order is given on the condition that (without prejudice to the generality of the foregoing 10(a)) the Seller will indemnify the Buyer against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Buyer may incur either at common law or by statute (other than as a result of any default or neglect of the Buyer or of any person for whom the Buyer is responsible) in respect of personal injury to or death of any of the Seller's or the Buyer's employees, agents, sub-contractors or other representatives while on the Buyer's premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.

(c) The Seller will indemnify the Buyer against any and all loss, costs, expenses and liabilities caused to the Buyer whether directly or as a result of the action, claim or demand of any third party by reason of any breach by the Seller of these conditions or of any terms or obligations on the Seller's part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of the Buyer's rights under condition 6 above.

(d) The Seller shall hold satisfactory insurance cover with a reputable insurer for the duration of the Contract including public liability cover of at least £2

million and cover for the risks arising from the indemnity in 10 (c) above.

11. WORK ON THE BUYER'S PREMISES

If the Contract involves any works or services which the Seller performs on the Buyer's premises then the following shall apply:

(a) The Seller shall ensure that the Seller and the Seller's employees, the Seller's sub-contractors and their employees and any other person associated with the Seller will adhere in every respect with the obligations imposed on the Seller by current safety legislation and regulations.

(b) The Seller shall ensure that the Seller and the Seller's employees, the Seller's sub-contractors and their employees and any other person associated with the Seller will comply with any site or other health and safety policy or guidelines that the Buyer may notify to the Seller.

12. PROGRESS AND INSPECTION

(a) The Buyer shall have the right to check progress at the Seller's works or the works of sub-contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. The Seller's sub-contracts shall reserve such rights for the Buyer.

(b) Any inspection or approval shall not relieve the Seller from the Seller's obligations under the Contract.

13. PACKAGING

Unless otherwise stated in the Contract or otherwise required by law, all packaging delivered with the Goods shall be non-returnable. If the Contract states the packaging is returnable the Seller must give the Buyer full disposal instructions before the time of delivery and the packaging must show clearly to whom it belongs. The Seller must pay the cost of all carriage and handling for the return of packaging. The Buyer shall not be liable for any packaging lost in transit.

14. SAFETY

The Seller shall observe all legal requirements of England and Wales, the European Union and relevant international agreements in relation to health, safety and environment, and, in particular, to the marking of hazardous goods and the provision of data sheets for hazardous materials.

15. DELIVERY

(a) The Goods shall be properly packed, secured and despatched at the Seller's expense to arrive in good condition at the time or times and the place or places specified in the Contract.

(b) If the Seller or the Seller's carrier delivers any Goods at the wrong time or to the wrong place then the Buyer may deduct from the Price any resulting costs of storage or transport.

16. LATE DELIVERY

If the Goods or any part of them are not delivered by the time or times specified in the Contract then the Buyer may by written notice cancel any undelivered balance of the Goods. The Buyer may also return for

full credit and at the Sellers' expense any Goods that in the Buyer's opinion cannot be utilised owing to this cancellation. In the case of services the Buyer may have the work performed by alternative means and any additional costs reasonably so incurred shall be at the Seller's expense. This shall not affect any other rights that the Buyer may have.

17. INTELLECTUAL PROPERTY

With the exception of Goods made to the Buyer's design or instructions, the Seller warrants that neither the Goods nor the Buyer's use of them will infringe any patent, registered design, trade mark, copyright or other protected right and undertakes to indemnify the Buyer against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right. Seller grants Buyer a limited, non-exclusive, royalty free, worldwide license with the rights to sell, transfer, lease or sub-license to its customers any intellectual property rights associated with the Goods. The provisions of this condition shall survive termination, cancellation or expiration of the Contract.

18. BUYER'S RIGHT OF SET OFF

Whenever under the Contract any sums of money shall be recoverable from or payable by the Seller they may be deducted from any sums then due, or which at any later time may become due to the Seller under the Contract or any other contract the Seller may have with the Buyer.

19. TERMINATION

Buyer may at any time upon the written notice terminate or cancel the Contract for cause. 'Cause' shall mean: (a) a change in circumstances of either party due to an event beyond the control of either party or a disruption in workforce or a disturbance in normal business operations relating to either party's performance under the Contract; (b) a change in market conditions or the economic condition of either party affecting or potentially affecting performance under the Contract; (c) failure by the Seller, or the Goods to meet a provision of the Contract or Buyer's expectations under the Contract; (d) a bankruptcy or insolvency proceeding against Seller or an assignment for the benefit of creditors of Seller.

Seller may cancel the Contract upon Buyer's material breach under the following conditions: (a) Seller shall provide written notice of the breach and allow Buyer to cure within 28 days; (b) if Buyer cures the breach this Contract shall continue under the original terms; (c) if the breach is not cured the Contract shall terminate and the parties shall have the respective remedies in the Contract.

20. ASSIGNMENT

Neither the Contract, any interest therein nor any payment due or to become due hereunder shall be assigned or sub-contracted by Seller, without the prior

written request of the Buyer. Any such assignment or sub-contracting by Seller without such consent shall be void. Buyer may assign all of its rights and duties under the Contract to a parent, subsidiary or affiliated company without the consent of the Seller.

21. MISCELLANEOUS

21.1(a) The Seller will keep confidential all technology, technical data, commercial information, know-how, specifications, inventions, processes, initiatives and other information which is of a confidential nature and which has been disclosed to Seller by Buyer or its agents and any other confidential information concerning Buyer's business or its products which Seller may obtain as a result of or in connection with the Contract.

21.1(b) The Goods supplied are also subject to the provisions of any existing confidentiality and disclosure agreement between the parties.

21.2 Except as otherwise expressly stated herein, nothing in this Contract confers any rights on any person other than the parties hereto pursuant to the Contracts (Rights of Third Parties) Act 1999.

21.3 The Buyer's failure to enforce any term or condition of the Contract or to exercise any right arising hereunder shall not constitute a waiver of Buyer's right to enforce such terms or conditions or exercise such right thereafter.

21.4 Unless otherwise expressly provided all rights and remedies under the Contract are cumulative and are in addition to any other rights and remedies that Buyer may have at law or in equity.

21.5 Any waiver of a default hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

21.6 If any provision of the Contract shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

21.7 The headings herein are for convenience only and shall not affect the interpretation of the Conditions.

21.8 Any reference in these Conditions to any statute or statutory provision shall (unless the context otherwise requires) be construed as a reference to that statute or statutory provision as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time.

21.9 The Contract shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, the Contract is personal to Seller and Seller may not assign, sub-licence or otherwise transfer its rights and obligations hereunder without the prior written consent of Buyer.

21.10 Any notice required under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or any

other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served:-

21.10.1 if sent by pre-paid first class post to the party to whom it is given, on the second business day after posting; or

21.10.2 if sent by fax to the recipient's fax number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.

22. GOVERNING LAW

The Contract will be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

OXONICA INC. TERMS AND CONDITIONS OF PURCHASE

1) **ACCEPTANCE.** These terms of sale apply to all purchase orders ("**Purchase Orders**") issued by Oxonica Inc., of 665 Clyde Avenue, Suite A, Mountain View, CA 94043-2235 ("**Oxonica**") to accept Seller's quotations for products and/or services ("**Products**") (the purchase order and these terms and conditions are collectively the "**Agreement**"). Oxonica's Purchase Order is conditional on Seller's assent to these terms in lieu of those in Seller's quotations. Oxonica expressly objects to and rejects any additional and/or conflicting terms in such quotations. Oxonica's failure to object to provisions contained in any communication from Seller shall not be deemed a waiver of the provisions of these terms and conditions. Any changes in these terms and conditions must be agreed in writing by an officer of Oxonica before becoming binding. All quotations or agreements must be accepted by Oxonica at its home office. These terms shall be applicable whether or not they are enclosed with the products purchased hereunder.

2) **PRICES.** Irrespective of any prices quoted by Seller or listed on Seller's purchase order acknowledgement, prices are shown on the face of Oxonica's Purchase Order.

3) **CHANGES.** Oxonica shall have the right, before delivery, to send Seller a written order amendment adding to, deleting, or modifying the Products to be purchased ("**Order Amendment**"). Seller will promptly notify Oxonica of any change in price or delivery date due to the Order Amendment; provided that any such changes must be calculated at the same level of profitability as the original price. If an officer of Oxonica accepts in writing the new price and delivery date within the time frame set by Seller, the Order Amendment will take effect, otherwise, performance of the Agreement shall resume as though such Order Amendment had not been issued.

4) **RIGHT OF CANCELLATION.** Oxonica may cancel a Purchase Order and any Order Amendment at any time by sending Seller a written notice of termination. Oxonica will pay Seller any costs Oxonica reasonably believes were incurred by Seller as of the time of termination as a direct consequence of the Agreement; provided that (i) Seller has taken all reasonable steps to mitigate such costs and (ii) such claim is submitted within 1 month of the notice of termination.

5) **ACCEPTANCE.** All Products are subject to acceptance by Oxonica. If any portion of a shipment does not conform to Oxonica's Purchase Order, Oxonica at its option may: (a) reject and return the entire shipment at Seller's risk and expense; (b) reject and return any or all non-conforming Products at Seller's risk and expense, or (c) accept them at a reduced price. Oxonica's acceptance of any non-conforming Products shall not constitute a waiver of specification conformity for any additional future Products.

6) **PAYMENT.** Unless otherwise agreed in the Purchase Order, Oxonica shall pay Seller undisputed fees within sixty (60) days of receipt of invoice; provided that such invoice is addressed to the invoice address indicated on the Purchase Order and quotes the full Purchase Order number. Oxonica shall not be held responsible for delays in payment caused by Seller's failure to comply with Oxonica's invoicing instructions. Whenever under the Agreement any sums of money shall be recoverable from or payable by Seller they may be deducted from any sums due, or which at any later

time may become due to the Seller under the Agreement or any other Agreement Seller may have with Oxonica.

7) **SELLER'S WARRANTIES**

a) Seller warrants that the Products shall: (a) conform in every respect with the provisions of the Agreement; (b) be capable of all standards of performance specified in the Agreement; (c) be fit for any purpose made known to Seller expressly or by implication and in this respect Oxonica shall rely on Seller's skill and judgment; (d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship; (e) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Agreement; (f) be of satisfactory quality, (g) comply with any current legislation, regulations or industry standards; and (h) not infringe any patent, registered design, trade mark, copyright or other protected right (except to the extent such infringement is unavoidable due to compliance with Oxonica's specifications).

b) Seller shall promptly repair or replace at Seller's expense any Products that do not conform to the above warranty that Oxonica discovers under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by Oxonica whichever period shall expire first. Repairs or replacements shall themselves be covered by the above warranty but for a period of 12 months from acceptance of such repairs or replacements by Oxonica. Seller will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Products.

c) The warranties in this Section 7 are in addition to all other warranties, express, implied or statutory. Limitations on Seller's remedy in documents of Seller, or otherwise, shall not be effective and are rejected. All warranties shall extend to Oxonica, its customers, successors and assigns, and to users of the Products.

8) **INDEMNITY AND INSURANCE.** Seller shall indemnify Oxonica against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which Oxonica may incur as a result of (i) any personal injury, death, or property damage (other than from Oxonica's own negligence) in connection with Seller's performance under the Agreement, the presence of Seller's employees or contractors on Oxonica's premises, or defect in the Products; (ii) any breach of Seller's warranties under this Agreement, and (iii) any third party claim in connection with any breach by Seller of this Agreement or any applicable law or regulation. Seller shall hold satisfactory insurance cover with a reputable insurer for the duration of the Agreement including public liability cover of at least \$2 million and cover for the risks arising from the indemnity obligations hereunder.

9) **WORK ON OXONICA'S PREMISES.** If the Agreement involves any works or services which Seller performs on Oxonica's premises, then Seller shall ensure that Seller and Seller's employees and contractors will comply with current safety legislation and regulations as well as any site, health, and safety policy that Oxonica may provide to Seller.

10) **PROGRESS AND INSPECTION.** Oxonica shall have the right to check the progress of Seller's employee's or contractor's work at all reasonable times and to inspect and reject Products that do not comply with the Agreement. Any such inspection or approval shall not relieve Seller from Seller's obligations under the Agreement.

11) **DELIVERY.**

a) The Products shall be properly packed and delivered to Oxonica (at Seller's expense) at the time(s) and location(s) specified in the Purchase Order. If the Products are delivered at the incorrect time(s) or location(s) Oxonica may deduct from the Product price any resulting costs of storage or transport. Seller shall bear all risks of loss or damage to the Products until they have been delivered and shall insure accordingly. Ownership of the Products shall pass to Oxonica: (i) when the Products have been delivered, or (ii) if Oxonica makes any advance or stage payment, at the time such payment is made, in which case Seller must as soon as possible mark the Products as Oxonica's property.

b) If the Products are not delivered by the time(s) specified in the Purchase Order, Oxonica may by written notice cancel any undelivered balance of the Products. Oxonica may also return for full credit and at Seller's expense any Products that in Oxonica's opinion cannot be utilized owing to this cancellation. In the case of services Oxonica may have the work performed by alternative means and any additional costs reasonably so incurred shall be at Seller's expense.

c) Unless otherwise stated in the Purchase Order or required by law, all Product packaging shall be non-returnable. If the Purchase Order states that packaging is returnable Seller must give Oxonica full disposal instructions before the time of delivery and the packaging must show clearly to whom it belongs. Seller must pay the cost of all carriage and handling for the return of packaging. Oxonica shall not be liable for any packaging lost in transit.

12) **TERMINATION.**

a) Oxonica may at any time upon the written notice terminate the Agreement: (a) if events beyond the control of either party materially affect either party's performance under the Agreement; (b) for failure by Seller to meet a provision of the Agreement; (c) for a bankruptcy or insolvency proceeding against Seller or an assignment for the benefit of creditors of Seller. Seller may terminate the Agreement if Oxonica materially breaches the Agreement and does not cure such breach within 30 days after receiving Seller's written notice of such breach.

b) The following sections shall survive termination or expiration of this Agreement: 7, 8, 13, and 14.

13) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY OF LIABILITY SHALL OXONICA BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOST PROFITS OR LOST REVENUES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, AND EVEN IF OXONICA WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Except for death, personal injury or property damage cause by Oxonica's negligence, Oxonica's total liability for any obligations or loss arising out of the Agreement shall be limited to the purchase price paid by Oxonica for the specific products which give rise to the claim.

14) **GENERAL.** (a) These terms shall be governed by the laws of the State of California excluding conflicts of law principles that would provide for application of the law of another jurisdiction. The state and federal courts located in San Jose, California shall have sole jurisdiction over any disputes arising hereunder. The United Nations Convention on Agreements for the International Sale of Products is expressly disclaimed. (b) Seller will not export the Products furnished hereunder unless it complies fully with all laws and regulations of the United States relating to such export. (c)

Failure of Oxonica to enforce any of the provisions hereof shall not be construed to be a waiver of the right of Oxonica thereafter to enforce any such provisions. (d) Seller shall not assign this Agreement or any portion hereof without the prior written consent of Oxonica. (e) If any provision of this Agreement is held to be invalid, such provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. (f) The rights and remedies of Oxonica under this Agreement are cumulative. (g) Notwithstanding any other provisions herein, no party will be deemed as a third-party beneficiary to this Agreement. (h) Any notices required under this Agreement shall be in writing addressed to the other party at its address listed on the Purchase Order. (i) Seller shall keep confidential and protect with no less than reasonable care all information of a confidential nature which has been disclosed to Seller by Oxonica or obtained by Seller as a result of this Agreement. (j) Seller shall observe all applicable legal requirements in performing its obligations under this Agreement.