

Genzyme Corporation and Mimotopes Website Terms and Conditions

Contents

Use of Materials and Intellectual Property Rights

Links to Third Party Sites

Disclaimers of Warranty, Liability, and Consequential Damages

Ordered Products

Indemnity

Information

Choice of Law and Jurisdiction

Severability

Entire Agreement

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Ordered Products

The order, purchase, and/or sale of any products from Genzyme and Mimotopes, their affiliates, and/or their suppliers are subject to the terms and conditions contained in the applicable purchase order or written agreement between the parties.

Indemnity

You agree to defend, indemnify, and hold harmless Genzyme and Mimotopes, their affiliates, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the materials (including software) or your breach of these Terms and Conditions of Use. Genzyme and Mimotopes shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

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Choice of Law and Jurisdiction

Our website is operated from our offices in the state of Victoria, Australia. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of Victoria, Australia without regard to any conflict of law provisions thereof. Any action related to these Terms and Conditions of Use shall be brought only in the state courts of Victoria and federal courts in the Commonwealth of Australia and all parties waive any objection to the personal jurisdiction of and venue in such courts.

Severability

If any provision of these Terms and Conditions of Use is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms and Conditions of Use shall remain in full force and effect. Any provision of these Terms and Conditions of Use held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms and Conditions of Use with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

Entire Agreement

These Terms and Conditions of Use represent the entire agreement between you and Genzyme and Mimotopes relating to the subject matter herein and shall not be modified except by Genzyme and Mimotopes as provided herein or through a written document signed by both parties.