



Terms and Conditions – Altis Biosystems Sale of Products

Basis

These Terms and Conditions, together with Supplier's invoice to which these terms and conditions relate (collectively, these "Terms") govern the supply by Altis Biosystems, Inc. ("Supplier"), to recipient ("Recipient") and the use by Recipient of "Products" (as defined below) to the exclusion of any inconsistent or additional terms or conditions that Recipient may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. These Terms and any related written supply or similar order submitted by Recipient to Supplier that provides for the supply of Product and that is accepted by Supplier as evidenced by Supplier's signature on such supply or similar order (an "Accepted Purchase Order") constitute the entire "Contract" between Supplier and such Recipient for the supply of the Products covered thereby; provided that any inconsistency between the terms of an Accepted Purchase Order and these Terms shall be resolved in favor of these Terms; and provided further that if Recipient is a party to a Distributor, Resupply (or similar) Agreement with Supplier, such Distributor, Resupply (or similar) Agreement together with these Terms and any Accepted Supply Order shall constitute the entire "Contract" between Supplier and such Recipient for the supply of the Products covered thereby. In such case, any inconsistency between the Distributor, Resupply (or similar) Agreement, these Terms and any such Accepted Purchase Order shall be resolved in the following order of priority: (a) first in favor of the terms of the Distributor, Resupply (or similar) Agreement and then (b) in favor of these Terms, unless the parties otherwise expressly agree in writing.

Recipient acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Supplier that is not set out in the Contract. Many samples, drawings, descriptive matter or advertising issued by Supplier in any descriptions or illustrations contained in Supplier's marketing materials are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form a part of the Contract or any other contract between Supplier and Recipient for the supply of Products.

As used in these Terms, the term "Products" means the consumable products used in biomedical research processes, including but not limited to cells, cell lines, subcellular fractions, cell culture media, biological reagents derived from human and animal tissues, and chemical reagents provided to Recipient by Supplier or its authorized Distributor.

Limited Use

Recipient acknowledges Products are provided strictly "For Research Use Only", and to use such Products solely for your internal research purposes only (the "Purpose") and for no other purpose. Some Products may contain materials of animal or human origin. Products should only be handled and used by qualified personnel familiar with the potential hazards and trained in laboratory procedures. Recipient assumes all risks of use, handling, and/or disposal of all Products. Further, you acknowledge and agree not to use any Product or any component thereof in humans, in clinical trials or for diagnostic purposes involving human subjects, for any therapeutic use or investigational use, or for any purpose in contravention of any applicable international, national, regional, state or local law, ordinance, institutional review board approved protocol, or regulation, including all applicable regulatory guidelines and procedures. You shall not make, use (except for the Purpose), offer to sell, sell, sublicense, transfer, assign, manufacture, duplicate, expand, passage, bank, or otherwise propagate Products including creation of derivative cultures, modify, adapt, translate, analyze, reverse engineer, disassemble, or decompile the Products without the prior written consent of Supplier. Any activities using the Products other than for the Purpose will require a separate written agreement between you and Supplier.

Storage Conditions

All Products must be stored according to the storage conditions listed on Product Certificate of Analysis and/or applicable Use Protocol pertaining to each Product.

Altis Biosystems
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Durham, NC 27713

Price and Payment

The price of the Products shall be the prices for Products and/or Services as stated in Recipient's Quote or, if not stated in the Quote, the then current price list, and shall be paid to Supplier prior to Supplier's release of Product for shipment to Recipient.

Credit terms may be offered in Supplier's sole discretion. When credit terms are offered, such credit terms are net 30 days of the invoice date, unless otherwise expressly provided in writing in the applicable Contract. Unless otherwise expressly provided in writing in the applicable Contract, (a) Recipient is responsible for all costs incurred, including, but not limited to, Product and shipping costs, fees, and other expenses, and (b) payments to Supplier must be in currency of the United States of America.

If Recipient defaults in the payment of the total invoice amount or otherwise, Supplier may defer delivery, cancel the Contract, or sell any undelivered Products on hand. If credit terms are offered and accepted and Recipient fails to make any payment when due to Supplier under the Contract by the due date for payment if Recipient fails to pay an invoice by the due date, Supplier will be entitled to charge a late fee and interest on all amounts due at the rate of the lesser of 1.5% per month or the maximum legal interest rate. Supplier may require full or partial payment in advance before proceeding with Orders if in Supplier's opinion Customer's financial condition reasonably appears to call for such action. All of Supplier's collection costs, including reasonable attorneys' fees, will be paid by Recipient on demand.

Termination and Cancellation of Purchase Orders

Purchase Orders for Consumables are non-terminable and non-cancelable once Supplier accepts a Purchase Order. In the event of any bankruptcy or insolvency proceeding commenced by or against Recipient, Supplier shall be entitled to cancel any order then outstanding.

Taxes and Other Charges

Unless otherwise expressly provided in writing in the applicable Contract, any and all customs tariffs and duties or excise, sales, use, value-added or other taxes or levies imposed by governmental bodies in connection with the supply or shipment of the Products shall be paid by Recipient.

Shipping and Claims

(i) Supplier shall arrange for the shipment of the Products to the delivery location set out in the Purchase Order; (ii) all shipments shall be made FCA Origin (Supplier's facility) using Supplier's recommended carrier, unless otherwise expressly agreed in writing; (iii) title to and risk of loss transfer upon delivery to carrier at suppliers facility; (iv) Recipient shall be responsible for all importation requirements, including customs clearance, import licenses, duties, taxes, and other governmental charges, provided that Supplier shall reasonably cooperate in providing standard shipping documentation (e.g., commercial invoice, packing list, and certificate of origin where applicable). (v) if Products are shipped through an authorized distributor, such distributor may act as importer of record, and in such case responsibilities for importation, duties, and delivery shall be governed by the applicable distributor agreement; and (vi) freight, insurance (if any), and handling charges will be invoiced to and paid by Recipient unless otherwise agreed in writing. For international shipments, Supplier shall not be responsible for delays, damages, or losses arising from customs clearance processes or regulatory requirements in the destination country

Recipient must immediately inspect all shipments and report any damages to Supplier. Recipient shall not be entitled to reject Product if Supplier delivers up to and including 10% or more or less than the quantity of Product ordered, but a pro rata adjustment shall be made to the invoice on receipt of notice from Recipient that the wrong quantity of Product was delivered.

Supplier is not liable for damages during or caused by shipment. All claims for damage during or caused by shipment must be submitted in writing to the carrier in accordance with the carrier's requirements.



Recipient acknowledges that certain Products are temperature-sensitive and may be subject to degradation if not promptly received, handled, and stored in accordance with Supplier's instructions. Supplier shall not be responsible for Product degradation resulting from delays after transfer of risk or failure by Recipient to follow handling instructions.

Export Compliance

Recipient agrees to comply with all applicable export control and trade sanctions laws and regulations of the United States and other applicable jurisdictions. Recipient shall not export, re-export, or transfer any Products except in compliance with such laws and regulations. Recipient represents that it is not located in, under the control of, or a national or resident of any restricted or sanctioned country, and is not listed on any applicable government restricted party list.

Warranty

Supplier warrants to Recipient that, upon delivery (a) such Product will be free of defects in workmanship, b) such Product will comply with Supplier's published specifications for such Product, and (c) such Product will be supplied to Recipient free from any lien. This warranty extends only to the Recipient and cannot be transferred. EXCEPT FOR THIS WARRANTY, SUPPLIER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR AT COMMON LAW, WITH RESPECT TO ANY OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO CUSTOMER'S USE OF THE PRODUCTS. SUPPLIER'S MAXIMUM LIABILITY IN CONNECTION WITH THIS CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO SUPPLIER WITH RESPECT TO THE PRODUCT GIVING RISE TO THE CLAIM.

If (a) Recipient gives written notice to Supplier within 10 days from the time when Recipient discovers or ought to have discovered that some or all of the Products do not comply with Supplier's Product warranty as set out above; and (b) Supplier is given a reasonable opportunity to examine such Product; and (c) Recipient (if asked to do so by Supplier) returns such Product to Supplier's place of business at Recipient's cost, then Supplier shall, at its option, replace the defective Products or refund the price of the defective Products in full. This shall be Recipient's sole and exclusive remedy for Supplier's breach of Supplier's Product Warranty. If Supplier issues a credit to Recipient and Recipient accepts such credit as Recipient's remedy for Supplier's breach of its Product warranty, such credit must be used within one (1) year of its issuance date.

Notwithstanding anything to the contrary set forth in this Warranty section, Supplier shall not be liable for any Product's failure to comply with Supplier's Product warranty as set out above if: (a) Recipient makes any further use of such Product after giving notice in accordance with the paragraph appearing immediately above; (b) the defect arises because Recipient failed to follow any of the Supplier's instructions relating to the Product, including, but not limited to, specific cold temperature storage, or (if there are none) good trade practice; (c) Recipient alters the Product without Supplier's written consent; or (d) the defect arises as a result of willful damage, negligence, or improper storage, handling or abuse.

Intellectual Property

Nothing in this Agreement shall be deemed to provide Recipient any right, title or interest in any Product or any intellectual property rights, except as expressly set forth herein. Title to and ownership of all intellectual property rights embodied in the Products, and any improvements, updates, modifications or derivatives thereof shall at all times remain the property of Supplier. Any feedback, suggestions or improvements by Recipient relating to the Products and/or the use of them ("Feedback")

shall be promptly communicated to Supplier, and Recipient hereby grants Supplier a worldwide, royalty-free, irrevocable right and license, with the right to sublicense, to use or implement such Feedback (or any portion thereof), including all intellectual property rights related thereto.

Subject to the terms and conditions of this Agreement, Supplier hereby grants Recipient a non-exclusive, non-transferable, non-sublicensable license under Supplier's Intellectual Property Rights related to use of Products and components to perform Assays, solely for Customer's internal or commercial research purposes (which includes research services to third parties, provided that such third parties are informed in writing of the disclaimer in the Limited Use section explicitly excluding diagnostic and clinical uses). Customer acknowledges that the use of the goods provided hereunder beyond such license shall be a breach hereof.

Confidentiality

Except as otherwise provided in a separate written confidentiality or non-disclosure agreement (CDA), Supplier may publicly identify Recipient. In case of conflict, CDA terms control.

Indemnification

Recipient shall indemnify, defend and hold harmless Supplier, its affiliates, and its and their respective directors, managers, officers, employees, and agents ("Supplier Indemnitees") from and against all claims and resulting liabilities, losses, damages, costs and expenses of every kind, including reasonable attorneys' fees (collectively "Claims") initiated by or on behalf of third parties to the extent arising out of or in connection with (a) Recipient's use of the Products; or (ii) Recipient's breach of any of its obligations, warranties or representations under any Contract; or (iii) Recipient's fraud, negligence or willful misconduct, except to the extent the Claim is caused by Supplier's breach of the Contract or Supplier's fraud, negligence or willful misconduct. Recipient shall not settle any Claim without Supplier's prior written consent.

Force Majeure

Except for Recipient's payment obligations hereunder, failure by either party to perform its obligations under any Contract shall not subject such party to any liability if such failure is due to causes beyond such party's reasonable control including, but not limited to, fire, explosion, flood, drought, hurricane, war, terrorism, riot, sabotage, embargo, a declared national or state (of the affected party) health emergency, compliance with any order or regulation of any government entity acting with color of right, or any other cause beyond the reasonable control of such non-performing party and not caused by the negligence, intentional conduct or misconduct of the non-performing party.

Governing Law

This Agreement shall be governed by and construed under the laws of the State of North Carolina without reference to conflicts of law principles. Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Supply of Goods does not apply to any Contract. Any dispute arising under or in relation to the Contract for the supply of such Product shall be finally and exclusively resolved (if first not resolved by the parties) by a court or courts located in the State of North Carolina. Each party irrevocably submits to the jurisdiction of the State and Federal courts located in the State of North Carolina and agrees that it shall not assert any objection or defense of lack of jurisdiction, improper venue or forum non conveniens in any dispute brought in such courts.