

Terms and conditions of sale for Cisbio Bioassays Reagents and Related Services

1. General

The present Terms and Conditions of Sale for Reagents and/or Related Services (the "Terms") apply to any Reagents and related Services supplied by the Seller relevant to Reagent Business, whether through direct order or acceptance of a quotation by Buyer (altogether the "Reagents Products"). Seller and Buyer referred together as the "Parties".

These Terms and the accompanying quotation, sales confirmation, bill of lading, and/or invoice document (collectively, this "Agreement") comprise the complete and entire agreement between the Parties for the sale of Reagents Products, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral on this matter. These Terms prevail over any pre-printed, standard or other terms set forth in (i) Buyer's purchase order or any other document ordering Reagents Products, and/or (ii) any third-party procurement platform, which are all hereby rejected and shall be void. Fulfilment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms, and Buyer's terms and conditions are expressly rejected. Buyer's acceptance of any quotation is expressly subject to Buyer's assent to these Terms, and Buyer's assent to these Terms shall be conclusively presumed from Buyer's submission of its purchase order to Seller.

Seller specifically disclaims terms and conditions contained in any purchase order, ordering document, payment, notice or similar document issued by Buyer in connection with this Agreement and any such other document issued hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

Seller in its sole discretion may from time-to-time enter into a separately negotiated written agreement executed by a duly authorized representative of Seller for the supply of certain Reagents Products with terms different or in addition to these Terms ("Specific Agreement"). The terms of any Specific Agreement only apply to orders as of the effective date of the Specific Agreement and only apply to orders of Reagents Products covered by the Specific Agreement.

2. Definitions

"Seller" is defined as follows": Cisbio Bioassays, having its registered offices at Parc Marcel Boiteux, BP 84175, 30200 Codolet, France together with its Affiliated Companies selling Cisbio Bioassays reagents. Any Seller entity shall be the one listed on the document to which these Terms are attached and/or referenced.

"Buyer" is defined as any private person or entity purchasing Reagents Products and relevant Services from Seller.

3. Intellectual Property

Buyer acknowledges that all intellectual property rights (including but not limited to patent, trademark, copyright and trade secret) relevant to Reagents Products, are either solely and exclusively owned by Seller or granted by third parties to Seller through license agreements. Seller's sale of Reagents Products to Buyer grants to Buyer a limited non-transferable right (i) to use as authorized by these Terms the quantity of Reagents Product purchased, and (ii) to use the applicable Reagents Products documentation and content contained therein (e.g., protocols, data and images) for Buyer's authorized use of the Reagents Products. Except as expressly permitted by these Terms, sale of Reagents Products to Buyer does not grant Buyer any other license rights to Seller's intellectual property, including, without limitation, no right to make or have made any Reagents Products or any portion thereof, and no right to reverse engineer the Reagents or to reproduce, display, redistribute copies, create derivative works or otherwise use the Reagents Products documentation and contents thereof other than in accordance with Buyer's use of the Reagents Products as otherwise provided herein.

Seller informs the Buyer that Reagents KinEASE™ STK Products are covered by one or more patents and pending patent applications licensed from Millipore Corporation and were made pursuant to a co-development agreement between Millipore and Seller.

Certain Reagents Products are covered by one or more trademarks and/or Patents of Seller and/or a third party as set forth at <http://www.cisbio.com/drug-discovery/legal-privacy> ("Trademarks and Patents"). Seller at its sole discretion may update from time-to-time the Trademarks and Patents information.

Trademarks and/or Patents referenced herein are either registered trademarks and/or granted patents or trademarks and/or Patents of Seller in Europe, the U.S. and/or other countries. The names of actual companies and products mentioned herein and/or third party trademarks, trade names, logos and Patents contained herein may be the Trademarks and/or Patents of their respective owners. Any rights not expressly granted herein are reserved.

4. **Limited Use**

4.1. Use of Reagents Products is subject to Buyer's acceptance of the Terms.

4.2. The purchase of Reagents Products conveys to the Buyer the non-transferable right to use the purchased quantity of Reagents Products for in house research purposes only (RUO). Buyer agrees that such use of Reagents Products is limited to the country in which the Reagents Products were purchased unless Seller previously agrees in writing to allow the use in another country. Buyer is solely responsible for proper selection, application, processing and use of the reagents Products and for adopting safety precautions as may be necessary. Buyer is solely responsible for complying with and shall handle and use Reagents Products and the results of using Reagents Products in conformity with (i) good laboratory practice if any, and (ii) all applicable laws, regulations and governmental policies and (iii) any necessary approvals, permissions, authorizations and/or licenses as may be required for Buyer's in house in vitro life science research and other intended uses including any right to use intellectual property rights of a third party.

4.3. As a material condition to Seller providing its Reagents Products to Buyer, Buyer shall not, directly or indirectly, use the Reagents Products or their components for any other purposes than RUO, including, without limitation for in vitro diagnostic, prophylactic or therapeutic purposes or in foods, drugs, biologics, medical devices or cosmetics, for humans or animals. Buyer shall not (1) transfer, sell or otherwise distribute the Reagents Products to any third party, whether alone or in combination with other materials, (2) modify the Reagents Products or their components for resale except for non-commercial in house research use only (RUO), (3) use the Reagents Products to manufacture commercial products, without prior written approval from Seller or (4) attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulae, sequence, processes, make-up, or production of any Reagents Products or any portion thereof. Any purchase of Reagents Product for transfer or resale (alone or as a component) to a third party or other Commercial purpose, requires a separate license from Seller. It is Buyer's sole responsibility to secure any required intellectual property rights. Buyer also shall comply with any instructions or other limitations furnished by Seller relating to use of the Reagents Products and not misuse the Reagents Products in any manner. No license or immunity under any patent is either granted or implied by the sale of any of Seller's reagents Products. Seller disclaims any and all responsibility for any injury or damage which may be caused by the failure of Buyer or any other person to use these Reagents Products in accordance with the conditions outlined herein. Any breach of this section shall immediately and automatically terminate the right to use the Reagents Products granted above.

4.4. Commercial purposes means any activity by a party for consideration and may include, but is not limited to: (1) use of Reagents Products or their components in manufacturing except with prior written consent of the Seller; (2) use of Reagents Products or their components to provide a service, information, or data except with prior written consent of the Seller, or (3) resale of Reagents Products or their components, whether or not such Reagents Products or their components are resold for use in research.

5. **REACH European regulations and compliance for EU countries**

Some of Seller Reagents Products contain 0.1% Triton or more, a molecule defined as a substance of very high concern (SVHC) by the European REACH regulations. In such a case, the Reagents Products 's package insert, as well as their corresponding Material Safety Data Sheet, specify this fact. Seller reminds its European Buyers that such Reagents Products must be used in compliance with the REACH regulations, under the following conditions: i) for in vitro research in appropriate and controlled premises by qualified researchers, ii) subsequent waste is collected and treated, and iii) the cumulated amount of Triton handled does not exceed 1 ton per year/legal entity.

6. **STERI-PACKAGED Reagents Products**

Reagents Products described as being supplied as "Steri-packaged" are prepared with additional precautions to substantially reduce product bioburden and enhance product stability. Seller MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STERILITY OR NON-PYROGENICITY OF THESE OR ANY Reagents Products.

7. **Confidentiality on Reagents Products**

7.1. Buyer agrees to maintain the strict confidentiality of all information received from the Seller regarding Reagents Products' information, specification and data such as custom products, custom fluorescent reagents and custom plasmids (altogether "Seller Confidential Information") and such Seller Confidential Information constitutes valuable intellectual property owned exclusively by the Seller.

7.2. Buyer undertakes, from the date of placing the purchase order and for a period of five (5) years not to disclose or communicate Seller Confidential Information to any third party except that Seller Confidential Information that is otherwise protected by applicable trade secret law shall remain protected and shall not be disclosed for as long as the applicable law requires.

7.3. This obligation of confidentiality shall survive termination of these Terms but shall not apply to information which: (i) is available to the general public other than by a breach of confidentiality, (ii) was known to recipient without any limitation on use or disclosure prior to its receipt from disclosing party, (iii) is received from a third party without any obligation of confidentiality, (iv) was independently developed by recipient without reference to or reliance on any Confidential Information of the owner, or (v) is generally made available to third parties by disclosing party without restriction on disclosure, in each case as demonstrated by adequate written evidence of the recipient or (vi) is required by law to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the disclosing party so that it may, if so advised, seek appropriate relief to prevent such disclosure provided always that in such circumstances such disclosure shall be only to the extent so required and where practicable shall be subject to prior consultation with the disclosing party with a view to agreeing timing and content of such disclosure.

8. **Ordering**

To be valid all purchase orders shall mention the following information:

- Life Sciences Product reference number (e.g. 62IPAPEB for IP-One kit 1,000 tests)
- unit price
- quantity
- delivery address
- billing address
- company contact details : name and email/phone number
- VAT number
- purchase order number
- Life Sciences offer number
- the purchase order has to be signed by the Buyer.

Purchase orders must be placed by fax or email to each concerned Seller 's entity number/ address indicated on Cisbio Bioassays web site: www.cisbio.com.

For bulk orders or goods out of catalogue requiring custom labelling, please contact directly Reagents Sales Administration of concerned Seller's entity as indicated on Cisbio Bioassays web site. The price and the delivery time will be indicated individually.

9. **Delivery Time**

Reagents Products will be shipped by Seller at shipping point specified on the quotation (the "Delivery point") using Seller's standard practices for packaging and shipping. All Reagents Products are shipped DAP (ICC Incoterms 2020) Shipping Point and Buyer is responsible for all transportation, shipping and handling charges, which shall be prepaid and added to the invoice. Title to and risk of loss of Reagents Products passes to Buyer upon shipment. Seller may ship partial orders unless Buyer requests otherwise in its purchase order. Additional charges may apply to accommodate special shipping and/or packaging requirements that deviate from Seller's standard practices.

Seller will use reasonable commercial efforts to deliver the Reagents Products to meet the estimated delivery schedule set forth by the Seller.

10. **Prices and Payment**

10.1 **Prices:** Buyer shall purchase Reagents Products from Seller at the price(s) and payment currency set forth in Seller's quotation, or if no price has been quoted, then at the published list price in effect as of the date of acceptance of Buyer's purchase order.

10.2 **Taxes:** All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

10.3 **Payment Terms:** Buyer shall pay by bank transfer all invoiced amounts within thirty (30) days from the date of Seller's invoice. Seller reserves the right to require Buyer to make full or partial payment in advance or otherwise provide security to Seller's satisfaction. Seller may impose interest on late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly from the date of delinquency. In addition, for sales made under French law (Article L. 441-6 of the commercial code) the Seller is entitled to ask for the payment of a €40 indemnity for recovery costs. Buyer shall reimburse Seller for all costs incurred in collecting any late payments that have not been disputed in good faith within the thirty (30) day payment period, including without limitation, costs of reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law, if (a) Buyer fails to pay any amounts when due hereunder; or (b) Buyer becomes insolvent or any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, then Seller shall be entitled to suspend or cancel the delivery of any pending orders and/or reject any of Buyer's future orders without any prior formal notice being necessary and without prejudice to any other claims for damages. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

11. **Warranty**

11.1. Seller warrants only to Buyer that Reagents Products will materially conform to the Reagents Products description and instruction for use at the time of delivery through the expiration date provided that the Buyer has followed the storage and use instructions. Seller will carry out its delivery obligations with due care and skill. All other conditions or warranties implied by statute common law or trade usage or expressed by the Buyer are hereby excluded, with the exception of conditions expressly accepted by the Seller in writing.

11.2. TO THE EXTENT ALLOWED BY LAW, SELLER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTY OR GUARANTEE OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY AND MERCHANTABILITY, NONINFRINGEMENT OR SKILL AND CARE WHICH EXTENDS BEYOND THE DESCRIPTION OF THE REAGENTS PRODUCTS AND/OR SERVICES. THUS, IN NO EVENT WILL SELLER HAVE ANY OBLIGATION OR LIABILITY, WHETHER IN TORT (INCLUDING NEGLIGENCE) OR IN CONTRACT, FOR ANY, LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES CAUSED BY DELAYS IN EITHER DELIVERY, INSTALLATION, OR FURNISHING OF THE REAGENTS PRODUCTS NOR FOR DAMAGE OR LOSS OF ANY NATURE RELATED TO DATA OR DATA USE NOR FOR DOWNTIME COSTS RESULTING FROM REAGENTS PRODUCTS.

11.3. In the event of any breach of this warranty, Seller will, at its sole discretion and as Buyer's sole remedy, either refund the price paid for such non-conforming Reagents Products or replace any non-conforming Reagents Products at no charge to the Buyer. Said refund or replacement is conditioned on Buyer (a) having followed the storage and use instructions for such affected Reagents Products and (b) giving written notice to the Seller within ten (10) days after Seller's discovery of the nonconformance. Failure of Buyer to give said notice within ten (10) days shall constitute a waiver by Buyer of all claims hereunder with respect to said Reagents Products. Seller's aggregate liability, if any, arising out of or in any way related to these Terms shall be limited to the amount paid by Buyer for Reagents Products that are subject to the claim. This limited warranty is the sole and exclusive warranty and sets forth the exclusive remedies for all Reagents Products and is in lieu of all other warranties.

11.4. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THIS AGREEMENT, SELLER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11.5. Return orders cannot be accepted unless prior notification has been sent by the Buyer and the return has been approved in writing by the Seller.

For any claim, please contact Seller Reagents Customer Service as indicated on Seller web-site.

12. **Waiver**

Seller's waiver of a breach or default under these Terms will not be a waiver of any subsequent breach or default. Failure of Seller to enforce compliance with any term or condition of these Terms will not constitute a waiver of such term or condition then or in the future. Unless otherwise required by law, an action or proceeding by Buyer to enforce an obligation, duty, or right arising under these Terms must be commenced within one year after the cause of action accrues or such claim will be deemed waived and relinquished.

13. **Law & Jurisdiction**

These Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the country where the Seller has its registered offices, without regard to the conflicts of law principles thereof. Any disputes relating to these Terms and Conditions of Sale shall be adjudicated in the state or federal courts where the Seller has its registered offices, and Buyer hereby consents to the exclusive jurisdiction of such courts for purposes of any such litigation.

14. **Assignment**

Buyer shall not assign, sublicense nor otherwise transfer, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or otherwise, these Terms nor any rights under these Terms without the express prior written consent of Seller and any purported attempt to do so without such consent shall be void.

15. **Force Majeure**

Seller shall not be liable for the failure to perform its obligations, including meeting delivery schedules, under these Terms, due to events beyond its reasonable control including, but not limited to, strikes, riots, wars, fire, flood, shortages, power outages, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body, including those which prevent or interfere with the manufacture or delivery of Life Sciences Products or with the performance or delivery of Life Sciences Services. In such case, Seller shall give Buyer reasonable written notice with details of such event. Dates by which Seller's performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

16. **Partial Invalidity**

If any portion of these Terms is illegal, or invalid or unenforceable under present or future laws effective during the term of these Terms, then and in that event, the remainder of these Terms shall not be affected thereby, and the parties intend that in lieu of each such illegal, or invalid or unenforceable portion, there will be added as part of these Terms a clause or provision as similar terms to such illegal, invalid or unenforceable clause or provision as maybe possible and be legal, valid and enforceable.

17. **Relationship**

These Terms do not create an agency relationship or partnership between the parties. Each party is an independent contractor.

18. **Notices**

If Buyer has a dispute with Seller or becomes subject to insolvency proceedings while having outstanding amounts owed to Seller, Buyer will promptly send written notice by (a) certified Mail duly addressed, postage prepaid or (b) by overnight courier postage prepaid to: Seller Address in Section 2. Seller may provide a substitute address by written notice to Buyer which will become effective upon receipt. Notices to Buyer will be sent to the Buyer's invoice address.