



CET's General Terms and Conditions of Sale

1. Contract Terms. These are the contract terms and conditions ("Terms") under which we sell our products and services to you. Some of our products and services are subject to software licenses, limited use label licenses or other written contract terms that you will not find here. These Terms, together with our quotation (if any) and Supplementary Terms (if any), create the contract ("Contract") between the customer and us for the purchase and sale of products and services. The Contract between us is created when we accept your order, either by sending a written confirmation, or by shipping the product or otherwise initiating action to provide what you have ordered. The Contract is between you and Cellular Engineering Technologies entity that appears on our quotation, order confirmation or dispatch note. If any conditions within the Contract documents conflict with each other, we will give them the following priority: the quotation, Supplementary Terms, and finally these Terms.

2. Delivery, Title and Ordering.

2.1 We will try to meet the delivery dates specified in your order, depending on availability and any lead times that may apply.

2.2 Once you have placed your order, you cannot cancel it after it has shipped. If delaying the date of delivery would be helpful, please contact CET to see if we can reschedule your delivery.

2.3 All our products are sold FOB our facility. Products are delivered when we load them onto the commercial carrier at our facility. At this point you become responsible for risk of loss and damage. If any product is lost or damaged while it is being transported, we will try to help you deal with the issue with the carrier. We do not clear products for import into your country. Doing so is your responsibility. Title to products will pass to you (except for software, where we retain title) upon our delivery of the products to the carrier.

3. Inspection.

3.1 We want you to receive our products in good condition. You can return products that are damaged or defective on delivery, or correct any shortages, if you contact CET within 5 days from the day you receive the products. When you contact CET, we will give you instructions on returning the products and on replacements. If you do not contact us within this five-day period, the products will be deemed accepted, but you will not lose any warranty rights. Authorization for all product returns must be approved by CET and a return authorization number given to you prior to the return of goods. Not all items will be authorized for return. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for product credit. A restocking charge of 25% or \$25 (whichever is greater) shall be charged on returns that are not the result of any error or fault of ours. Shipping charges will not be credited. Goods may not be returned for credit after 20 days after your receipt of the goods.

3.2 Custom products that we make in accordance with your specifications can only be returned if the custom products do not conform to the given specifications. In that case, we will, in our sole discretion, either replace the custom products or issue a refund to you equivalent to the price you paid for the custom products.

4. Price. All prices published by us or quoted by us may be changed at any time without notice. The price for products and services is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. You are also responsible for standard delivery and handling charges, if any. We will also add these charges to your invoice. For details of our freight policy, please call CET.



5. Payment. You must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not set-off payments from one order against another. If you are late in making payment, without affecting our other rights, we may suspend delivery or cancel the Contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of one percent (1%) per month (12% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge when we demand. If we appoint a collection agency or an attorney to recover any unpaid amounts, we can charge you and you agree to pay all reasonable costs of collection, including all associated reasonable attorneys' fees.

6. Product Use and Restrictions.

You must use our products in accordance with our instructions. You are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies. You must obtain all necessary approvals and permissions you may need. It is solely your responsibility to make sure the products are suitable for your particular use.

7. Limited Warranties.

7.1. Limited Warranties for consumables. Unless a different written warranty is included with product literature, we warrant that each consumable will meet its specifications stated in our published catalogs and associated protocols. This warranty lasts from the time we deliver the consumable until either the consumable's expiry or "use by" date or its specified number of uses. If we do not specify the expiry date or number of uses, the warranty will last for 12 months from the date we deliver the consumable.

7.2 Limited Warranty for contract related services. Unless a different written warranty is included with product literature, we warrant that our services will be performed at least in accordance with the customary standard of care for contract related service industry.

7.2 Exclusions. Our warranties do not apply to defects or failures caused by (a) modification, alteration, or transport by anyone other than us or a person authorized by us; (b) removal, or use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner, such as failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications; (c); neglect, accident, or acts of nature.

7.1 Limitations. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. IN NO EVENT WILL OUR TOTAL LIABILITY FOR BREACH OF WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. THE ABOVE WARRANTIES ARE EXCLUSIVE, AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Third Party Products. We do not support or make any warranties about products manufactured by third parties you purchased through one of our sales channels. When you buy a third party product, we will let you know that this purchase is governed by the third-party's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims.



8 Custom Products.

8.1 When you ask us to manufacture a custom product with non-off-the-shelf elements, we may decline the design or manufacture of such custom product, at any stage of the design or manufacture process, if the custom product is unsuitable or commercially impractical to be synthesized in that way. If that is the case, we will notify you as soon as possible and you will not be obligated to pay any fees for any expenses incurred by us in connection with a declined product.

8.2 By submitting an order for a custom product you represent and agree that (a) you have provided us with all information that you are aware of regarding any biological, radiological and chemical hazards associated with the handling, transport, exposure or other usage of the materials you supply to us; and (b) you have the right to cause the sequences that you requested us to manufacture to be manufactured.

9 Intellectual Property.

9.1 You acknowledge that all intellectual property rights relating to our products and services, as between you and us, are solely and exclusively owned by us. Unless otherwise provided in applicable Supplementary Terms, our sale of products to you only grants you a limited, non-transferable right under such intellectual property, for only you to use the quantity of the products that you have bought from us only for your internal research purposes. No right to resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless we expressly state otherwise in Supplementary Terms, we provide no rights to use our products in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services such as reporting the results of your activities for a fee or other form of consideration. If you need commercial use rights to our products (including the right to perform fee-for-services), please contact CET. To the extent that your use of our product is outside the scope of the Contract, it is solely your responsibility to acquire additional intellectual property rights related to such use "(Additional Rights)". Nothing in the Contract limits our ability to enforce our intellectual property rights.

9.2 In relation to processes, methods or related synthesis of a custom product, or otherwise in connection with the design or manufacture of a custom product, any inventions (patentable or otherwise), discoveries, improvements, data, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, will be and will remain our sole and exclusive intellectual property.

10 Intellectual Property Indemnity.

10.1. Our Indemnity of You. We will defend and indemnify you from and against infringement damages finally awarded in any legal action brought by a third party against you to the extent that the action is based on a claim that our manufacture and sale of a product infringes any patent, copyright, trademark or other intellectual property right of such third party if we had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the product to you. This indemnity does not apply to claims that arose based on (i) your failure to comply with the Contract, (ii) your failure to acquire any applicable Additional Rights, (iii) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions, (iv) your use or resale of products, or (v) modifications made by you or any third party. This indemnity does not apply to products originating from third parties. THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT. As a condition to this indemnity, you must (i) notify us in writing, as soon as you become aware of any claim; (ii) not admit any liability or take any other action in connection with the claim that could affect the defense; (iii) allow us to solely control the defense or settlement of the claim; and (iv) give us your reasonable information, co-operation and assistance.

10.2 Your Indemnity of Us. If a third party makes a claim against us for infringement of its



intellectual property rights based on (i) our manufacture or sale of a product we make under your instructions, specifications, or other directions, (ii) your failure to comply with the Contract, (iii) your failure to acquire any applicable Additional Rights, (iii) our use of materials you provide to us, or (v) your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

10.3 Avoidance. We wish to avoid claims of intellectual property infringement. If we believe a product may be subject to a claim for intellectual property infringement, then you will allow us, at our option and expense, to either: (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) require you to return the product to us for a refund of the purchase price you paid. In the case of instruments, we will deduct a reasonable amount for the instrument's use, damage and obsolescence.

11 Limitations of Liability.

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY PRODUCT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE PRODUCT OR SERVICE PURCHASED. HOWEVER, THESE PROVISIONS DO NOT LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

11.2 DELIVERY DATES AND TIMES ARE ESTIMATES ONLY AND WE WILL NOT BE LIABLE (IN CONTRACT, DELICT, TORT OR OTHERWISE) FOR ANY LOSSES, EXPENSES, CLAIMS OR DAMAGES CAUSED BY A LATE DELIVERY.

12 **Export Control.** Products and information that you receive from us are subject to United States, European Union and local export-control laws and regulations. You may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on our products or information) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

13 Entire Contract.

13.1 The Contract represents the entire agreement between you and us regarding the products and services we provide to you under it, and supersedes and replaces any previous agreements between us (whether written or oral). Any of your additional or different terms and conditions that you may provide to us, are material alternations and we reject them. Our offer to sell products and perform services is expressly limited to the terms of the Contract. If you submit a purchase order, or other document for the purchase of products or services, whether or not in response to a quotation, you are deemed to have accepted and agree to the Contract, to the exclusion of (a) any other terms and conditions appearing in or referenced in your purchase order or other documents you give to us, and (b) any previous course of dealing, course of performance, trade usage or co-existent agreement. The Contract cannot be amended or modified unless you and we agree in writing.



13.2 We reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Terms

14 Miscellaneous.

14.1 We will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

14.2 Our failure to exercise any rights under the Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. No person other than you or us will have any rights under the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

14.3 You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

14.4 For U.S. Government customers and prime contractors, our products and services qualify as commercial items pursuant to 48 C.F.R. (FAR) 2.1. The following additional federal terms apply to your order, unless we and you have agreed that other terms apply instead. U.S. Government micro purchases shall be subject only to these standard commercial Contract Terms. All other U.S. Government orders shall be subject to only FAR 52.212-4 and FAR 52.212-5, as well as these Contract Terms as an addendum thereto. If you are a prime contractor and your order constitutes a subcontract under the FAR, this Contract shall apply to your order, supplemented only by the minimum mandatory flow down clauses reflected in FAR 52.212-5(e) or FAR 52.244-6, as applicable.

15 Governing Law. The Contract and performance under it will be governed by the laws of the State of Iowa, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

Last revised: 3/18/2016