



4055 41st Avenue South
Fargo, North Dakota 58104, USA
web: www.aldevron.com
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phone: 1 (701) 297-9256
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Service Terms & Conditions

ALL PURCHASES OF PRODUCTS & SERVICES ("GOODS") FROM ALDEVRON OR ITS AFFILIATES ("Aldevron") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AND BY PURCHASING ANY PRODUCTS & SERVICES, THE CLIENT ("Client") AGREES TO BE BOUND BY ALL OF SUCH TERMS AND CONDITIONS, UNLESS EXPLICITLY AGREED OTHERWISE.

The accompanying quotation or invoice (the "**Sales Confirmation**") and these Terms and Conditions (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral specific to the Goods. This Agreement shall prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or such terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend this Agreement.

To the extent the law provides that Client's terms and conditions control Aldevron's sale of Goods under this Agreement, Aldevron hereby does not agree to any Client term or condition authorizing the following:

- (i) the Products or any material provided by Aldevron resulting from Services can be used directly in humans, indirectly to make a product for use in humans, or for any commercial purpose whatsoever, including therapeutic or diagnostic, each unless expressly authorized in the applicable certificate of analysis;
- (ii) the Products or any material provided by Aldevron resulting from Services can be used for commercial purposes;
- (iii) a warranty, representation or indemnity provision related to infringement (or noninfringement, as applicable) of third-party intellectual property rights;
- (iv) a license to any intellectual property right owned or controlled by Aldevron;
- (v) a transfer or vesting of title in Client to any intellectual property right that may arise as a result of Aldevron making a Product or providing a Service that would otherwise vest with Aldevron under U.S. patent law or copyright law; and
- (vi) that extends any liability to Aldevron beyond the invoice price of the Products or Services giving rise to the liability.

"Affiliate" shall mean any business entity controlled by, controlling, or under common control with the Client. For the purpose of the preceding definition, a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, more than 50% of the outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity.

Payment Details

Payment terms are Net 30 days from receipt of invoice unless otherwise indicated in an Aldevron proposal or quote. Varying Payment terms, such as those included under a Client PO, are expressly disclaimed. Account and Payment details are included on the invoice. All prices are in US dollars, unless payment in Euro, Swiss Franc, or the British Pound is approved, in writing, by Aldevron prior to said payment by Client. All currency shall be in accordance with the applicable invoice. Client is responsible for wire fees. Checks must be drawn on a US bank. Aldevron will assess a 1.5% monthly finance fee on all past due accounts. Client shall reimburse Aldevron for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court costs, and collection agency fees. To place an order, Client shall deliver to Aldevron within five (5) business days (or later upon approval of Aldevron) of Aldevron's issuance of a quote, a valid purchase order referencing a valid Aldevron quote. Each Client purchase order referencing a valid Aldevron quote shall be deemed accepted by Aldevron upon receipt, subject to the terms and conditions of this Agreement. Client's obligations to purchase Goods and make payment in accordance with the quote and this Agreement shall not be modified due to any Aldevron delay.

Pricing

All prices are in US dollars and checks are to be drawn on a US bank unless pricing in Euro, Swiss Franc, or the British Pound is provided by Aldevron. All currency shall be in accordance with the applicable invoice. Client is responsible for wire fees. Prices are subject to change without notice. However, any such quotation or estimate is subject to change if not acted on by the Client within thirty (30) days of the date of such estimate or quotation. Freight, duties, taxes and fees may not be included and are the responsibility of the Client.

For custom projects, in the event that a procedure fails to provide adequate quantity or quality of an order, charges may still apply but no extra charges will be added without prior approval.

Taxes

Prices do not, and will not, include any governmental taxes (including, without limitation, sales, use, excise, withholding, consumption or other VAT), or duties imposed by governmental authorities that are applicable to the import or purchase of the Product(s), and Client shall bear all such taxes and duties.

Confidentiality

Aldevron shall hold all of Client's material and information in strict confidence. Any Confidential Information (as defined below) of a party disclosed ("Disclosing Party") to the other party ("Receiving Party") shall: (i) be maintained by the Receiving Party in strict confidence using at least the same degree of care such party would use to protect its own Confidential Information (but in any event, using no less than a reasonable degree of care); (ii) not be disclosed, directly or indirectly, to any third party without the prior written consent of the Disclosing Party; and (iii) not be used for any purpose not expressly set forth in this Agreement; provided, however, that the Receiving Party may disclose Confidential Information to its respective officers, directors, and employees (the "Representatives") requiring access to such information for purposes of this Agreement, so long as, prior to such disclosure, each such person: (a) is advised of his/her obligation under this Section; and (b) shall have entered into a written agreement with confidential disclosure restrictions, which are at least as restrictive as those restrictions contained in this Section. Unless otherwise specified in writing, all Confidential Information



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remains the Disclosing Party's property. The obligations of non-disclosure and non-use set forth shall not apply to the extent disclosure of Confidential Information is required by law; provided, however, that Receiving Party shall promptly provide the Disclosing Party with written notice of such legal requirement and shall cooperate with the Disclosing Party to seek and obtain a protective order or other appropriate remedy prior to the disclosure of such Confidential Information. Each party shall be responsible for any breach of the terms and restrictions of this Section by its Representatives. Aldevron reserves the right to destroy any unpurchased excess Product. Unless we are contracted to archive excess material, the material may be destroyed after order completion.

Limited Warranty

Aldevron warrants that its Goods shall be performed in a good and workmanlike manner in accordance with its standard operating procedures and according to the terms of the written quote. Aldevron further warrants that if it issues a Certificate of Analysis or Technical Report to Client, such documentation shall be in all material respects accurate and correct.

Client understands that Aldevron cannot guarantee that all materials supplied by Client will be capable of producing desired results or that research and/or manufacturing as defined in a written quote will produce desired results. Aldevron will use reasonable means to obtain desired results.

Aldevron's limited warranty is contingent upon complete and accurate information being submitted by the Client as well as material submitted by the Client that is not damaged, defective, or otherwise flawed.

Shipping

Aldevron shall prepare the Products for shipment using Aldevron's standard methods for packaging. In the event that Aldevron organizes shipment of the Product, the Client acknowledges that final shipping costs may vary from the estimate and additional shipping charges may apply. For Aldevron U.S. domestic shipments, all Products and other materials provided by Aldevron are delivered Ex Works (Incoterms 2020) at Aldevron or its Affiliate's facilities. For Aldevron ex-U.S. shipments where Aldevron elects the carrier, all Products and other materials provided by Aldevron are delivered CPT (Incoterms 2020) Destination; in the instance Client elects the carrier, all Products and other materials provided by Aldevron are delivered FCA (Incoterms 2020) at Aldevron or its Affiliate's facilities. Title and risk shall pass to Client upon acceptance by the first carrier, including, for example, the cost of re-manufacture or replacement whether Products or other materials are lost, damages, or destroyed in transit. For international shipments, unless Client elects the carrier, Aldevron is responsible for international shipping arrangements. In all instances, Client shall be responsible for all import obligations into the ship-to country.

Exclusive Remedy

In the event of a breach of the above warranty, Client shall notify Aldevron within 10 days of its receipt of such Goods. As Client's exclusive remedy for any breach of the warranty, Aldevron shall, at its option, and within a reasonable time, either (1) use commercially reasonable efforts to correct such breach without charge to Client; or (2) allow the Client to return the Product provided by Aldevron for a credit equal to the previously paid fees and charges therefore.

Claims and Returns

Any claims for credit or return Products requests must be made within 10 days of Client's receipt thereof. Aldevron will not accept returned Products without prior authorization. To obtain return product instructions, please contact Aldevron's Client Relations Representative.

"Client Materials" shall mean all materials provided by the Client including starting material, reference material and samples. Aldevron cannot return original Client Material without Client's prior written consent.

Disclaimer of Warranties and Limitation of Remedies

"Product(s)" shall mean those nucleic acid(s) and protein(s) ordered by the Client including but not limited to client materials that have been amplified and processed by Aldevron, inventory items, and protein samples.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, PRODUCTS AND ALDEVRON'S SERVICES ARE PROVIDED TO CLIENT "AS IS" WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHT OF ANY PARTY.

In no event shall Aldevron be liable to Client or any others for any use of the Products, nor for any loss, claim, damage, or liability, of any kind or nature, including any claim for any special, incidental or consequential damages, which may arise from or in connection with this Agreement or the use, handling or storage of the Products or Client Materials. Aldevron's liability shall be limited to the cost of the order giving rise to the claim.

Indemnification

The Client shall not send to Aldevron Client Materials presenting direct or indirect hazards, or that may potentially cause direct or indirect harm to the personnel, the interests, or property of Aldevron.

Client agrees to defend, indemnify, and hold harmless Aldevron, its officers, directors, employees, affiliates, and agents from any claim, damage, or liability of any kind (including, but not limited to, any reasonable attorneys' fees, legal costs and expenses) arising out of (i) any claim by a third party that the Client Materials or other samples sent to Aldevron by the Client infringes any Intellectual Property Rights (as defined below) of any third party; (ii) a breach of any representation or covenant of Client under this Agreement; or (iii) any other claim connected with the purchase, use, handling, or storage of the Client Materials or Product except to the extent such occurrence arises from the gross negligence or willful misconduct on the part of Aldevron.



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For purposes of this Agreement, the term "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how or similar intellectual property rights and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

Outsourcing

Aldevron retains the right to subcontract any services to subcontractors/vendors it selects, including, but not limited to performance by Affiliates. Aldevron provides only essential information to vendors and strives to protect Client confidentiality.

Compliance with Laws and Regulations

Aldevron certifies that to the best of its knowledge: Aldevron's goods and services are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Authorized Uses

Unless otherwise expressly indicated in a Certificate of Analysis, label or other documentation accompanying the Products, the Products are intended for research use only and subject in each and every case to the condition that such sale does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Products. It is solely the Client's responsibility to determine whether any additional or third-party intellectual property or any other permissions rights for use or resale of the Products in any particular application or field of use. Client acknowledges that the Products have not been tested by Aldevron for safety or efficacy, unless expressly stated in the label or other documentation accompanying the Products. Without limiting the foregoing restrictions, Client warrants to Aldevron that should Client use Products for any use other than research, Client shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights. Client represents and warrants to Aldevron that any Products purchased from Aldevron and any final articles made from them are managed in accordance with and in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Unauthorized Uses and Ethical Compliance

By receiving Goods from Aldevron you agree to abide by the restrictions regarding ethical use identified below.

1. You may only use the Goods for somatic cell line editing and not for any germ line cell editing.
2. You may not use the Goods for any research or clinical application that creates or uses human embryos, embryonic stem cells or any material derived from human embryos either created by you or provided by a third party.
3. You may not use the Goods for any research that destroys any existing human embryo or uses cells or other materials created as the result of the destruction of a human embryo.
4. You may not use the Goods for any manipulation of human embryos, including, but not limited to, gene editing, or for any storage or maintenance of human embryos.
5. You may not use the Goods for any testing, selection, or other characterization of human embryos outside of a naturally occurring human pregnancy.
6. You may not use the Goods for any aspect of human in vitro fertilization (IVF), whether directly or indirectly involved in the fertilization.
7. You may not use the Goods for any aspect of human cloning, for either reproductive or therapeutic purposes. This includes any aspect of somatic cell nuclear transfer that creates a viable embryo from a human body cell and a human egg cell.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the procedural and substantive laws of the State of North Dakota. Any litigation arising under these Terms and Conditions or any services or products provided by Aldevron to Client pursuant hereto shall be brought only in the courts of the State of North Dakota or the courts of the United States which are situated in the State of North Dakota and Client consents to and confers personal jurisdiction upon the courts of the State of North Dakota or the courts of the United States which are situated in the State of North Dakota, and expressly waives any objections as to venue in any such courts.

International Trade Compliance

Client confirms and certifies that: (i) neither it nor any of its directors, officers, shareholders, and ultimate beneficial owners is; and (ii) the Goods supplied by Aldevron will not be provided, directly or indirectly through a third party or a third country, for ultimate end-use by:

- (a) Any entity identified on the Entity List, Denied Persons List, or Unverified List maintained by the U.S. Department of Commerce's Bureau of Industry and Security;
- (b) Any party that is identified on the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control;
- (c) Any government subject to comprehensive U.S. sanctions (currently: Cuban, Iranian, North Korean, Syrian, and the Venezuelan government);
- (d) Any entity owned or controlled by, or person acting on behalf of, any party described in (a)-(c) above;
- (e) Any person or entity organized, located or ordinarily resident in a country or territory subject to comprehensive U.S. sanctions (currently: Cuba, Iran, North Korea, Syria and the Crimea region); and
- (f) Any person or entity designated or otherwise sanctioned by the United Nations (UN) or the European Union (EU), including any EU Member State, or any person owned or controlled by, or acting on behalf of, any such UN or EU sanctioned party.

Anti-Bribery. The Parties represent and warrant that their employees and agents (i) have not and will not offer, nor give, nor accept, gifts, entertainment, payments, loans, or other things of value to/from the other Party's employees or agents in order to obtain favorable treatment in connection with this Agreement and (ii) will comply with all applicable anti-corruption laws.



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Export Control. To comply with U.S. export control regulations, Client understands that the shipment of non-EAR99 classified Products outside the U.S. may require an export license under U.S. export control regulations and processing times are largely outside of either Party's control. Client acknowledges that Products may be controlled for export by the U.S. Government and in such case(s) Client acknowledges and agrees that any such Product(s) are authorized for export only to (i) the country of ultimate destination and (ii) for use by the ultimate consignee or end-user(s) identified in the specific order. Such Product(s) may not be resold, transferred, or otherwise disposed of, to any other country or any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. In the event a license was issued by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), the recipient of the controlled material Product shipped under such license must notify Aldevron if the Product does not arrive or is lost or stolen. Upon such notification, Aldevron shall notify the U.S. Dept. of Commerce, as required by the condition set forth in the applicable export license.

Gratuities. Client and Aldevron, each on behalf of itself and its Representatives, represents and warrants that it (i) has not and will not offer or give to the other, any gifts, entertainment, payments, loans, or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under this Agreement and (ii) has not and will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement.

Miscellaneous

Aldevron will not be responsible or liable for failing to perform our obligations under these Terms and Conditions to the extent caused by circumstances beyond Aldevron's reasonable control. Aldevron's exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of Aldevron's rights to damages for breach of contract and will not constitute a waiver of any subsequent failure, delay, or breach by the Client. If any provision or part of the Terms and Conditions 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 Agreement. Headings are for convenience only and will not be used in the interpretation of these Terms. Client agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from Aldevron as a result of discussions, negotiations and other communications between the Parties in relation to Aldevron's Goods. Aldevron reserve the right to change these Terms at any time.