

## **Terms of Use**

These terms and conditions govern the sale of Products and Services (“Products”) by Novas Bio Inc.

(“Seller”). Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

### **Orders**

All orders placed by Buyer are subject to acceptance by Seller. Once issued and accepted, both Buyer and Seller are bound to the purchase order. Seller reserves the right to allow or disallow modification to purchase orders once issued. Seller shall not make any changes to purchase orders or affecting the Products or Services without the prior written consent of Buyer.

Orders may not be cancelled or rescheduled without Seller’s written consent. All orders must identify the products, unit quantities, Seller’s part numbers, applicable prices and requested delivery dates of the Products being purchased. Unless otherwise agreed, all orders will be shipped as soon as possible.

Seller may designate certain Products and Services as non-cancelable, non-returnable (“NCNR”) and the sale of such Products shall be subject to any special terms and conditions contained in Seller’s Order Confirmation, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

### **Prices**

All pricing on purchase orders are subject to confirmation by the Seller. Pricing is as set forth by the Seller. Pricing for undelivered Products may be increased in the event of an increase in Seller’s cost, change in market conditions or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.

### **Payment Terms**

Seller shall invoice Buyer on completed shipment of the Goods or Services. Unless otherwise agreed to in writing, the Buyer’s payment terms are 15 days following the date

Buyer receives an accurate and complete invoice, payable in the currency as stated on the purchase order.

Payment may be made by direct deposit or wire transfer (all fees are borne by the Buyer). A surcharge of 5% for credit card payments will be assessed. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

### **Shipping Charges; Taxes**

All prices quoted are exclusive of transportation and insurance costs, duties, and 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. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

When applicable, transportation and taxes shall appear as separate items on Seller's invoice. Seller will charge sales tax for purchases shipped to any location within California, USA, except for tax-exempt institutions presenting a valid tax-exempt certificate. The rate of the sales tax charged will be that of California Department of Tax and Fee Administration.

### **Delivery and Title**

All deliveries will be made "EXWORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor

shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

### **Delay/Force Majeure**

Seller will not be liable or held responsible for any delays or losses related to Seller's or Buyer's failure to respectively deliver or accept Products that arise directly or indirectly

from Acts of God, severe weather conditions, labor disputes, governmental actions, war, riots, or other circumstances or causes beyond the reasonable control of Seller.

### **Returned or Rejected Products**

Buyer shall have 30-days to inspect all Products and Services from the date of receipt and must inform Seller in writing if he wishes to reject all or any part of such Products or Services due to

nonconformance or defectiveness. Seller will make reasonable efforts to rectify the order by replacing any

unused and unopened product. Seller may require Buyer to ship the non-conforming product back.

### **Warranty/Limitation of Liability**

Seller warrants that all Products and Services furnished shall conform to all applicable specifications, be new, saleable and of good quality, and fit for the ordinary purposes for which the Products or Services are used.

### **Severability**

Any provision contained herein determined to be unenforceable, illegal or invalid shall be automatically voided and shall not affect the enforceability, legality or validity of the remaining provisions herein.