

## TERMS AND CONDITIONS OF SALE

**1. Acceptance:** AAT Bioquest accepts buyer's orders solely upon the terms and conditions stated herein, unless buyer stipulates any other different or additional terms or conditions, in any form whatsoever, notwithstanding. Acceptance of buyer's orders by AAT Bioquest is expressly conditional on buyer's acceptance of these terms and conditions.

**2. Prices, Orders and Changes:** Prices shown are in US currency. Please call us for current prices if you require this information prior to placing your order. We guarantee our written quotations for 60 days. You may not cancel purchase orders unless such cancellation is expressly agreed by us. In such event, you will be advised of the total charge for such cancellation. You agree to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on us by our suppliers, and any other cost resulting from cancellation of this order.

**3. Delivery and Claims for Lost or Damaged Shipments:** All products are sold FOB Seller's shipping point unless otherwise noted. Delivery of goods to the carrier at Seller's plant or to other loading point shall constitute delivery to Buyer, and regardless of shipping terms, Buyer shall bear all risk of loss or damage in transit. In most cases, we use standard overnight or two-day Federal Express delivery (or equivalent). All shipping charges billed are the responsibility of the customer and are normally prepaid by AAT Bioquest, Inc. and added to the invoice. We reserve the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Partial shipments of available items are made when another item is backordered. Please inspect your packages upon receipt. If the goods have been damaged in transit, we can assist you in filing a claim with the carrier. You shall notify us in writing of any claims for shortages, defects or damages and shall hold the goods for our written instructions concerning disposition. Any claims for such errors must be made within 10 business days. If it is our error, we will do whatever is necessary to ship the correct products as soon as possible. If you shall fail to notify us any defects within 10 days after the goods have been received, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the buyer.

**4. Payment:** Terms of sale are net 30 days of date of invoice that is sent to you within 24 hours of shipping the order. The amount received must be sufficient to cover both the invoiced amount and any bank charges that may be incurred. Late charges (1.5% monthly or 18% annual) may be added to invoices not paid within the 30-day time period. Late charges must be paid before subsequent orders can be shipped.

**5. Taxes and other charges:** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

**6. Warranties:** The products shipped by AAT Bioquest are warranted to conform to their chemical or biological specifications. This warranty is exclusive, and we makes no other warranty, express or implied, including any implied warranty of merchantability or fitness for any particular purpose. Our sole and exclusive liability and your exclusive remedy with respect to products proved to our satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in our sole discretion, upon the return of such products in accordance with our instructions. We will not be liable for any incidental, consequential or contingent damages involving their use.

**7. Returns:** All returns require prior authorization from the Seller. Return requests must be submitted within 30 days of receiving the materials. Credit will not be allowed for products returned without the prior written consent of the Seller. To initiate a return, contact the Seller's Ordering Department for a Return Material Authorization (RMA) number at [sales@aatbio.com](mailto:sales@aatbio.com). If authorized by Seller, Buyer is responsible for paying a 40% restocking fee, returning the items to Seller in their original or equivalent packaging, paying for return shipping charges, and insuring the shipment or accepting the risk if the item is lost or damaged in shipment. In addition, the Seller reserves the right to charge the Buyer the list price for any missing components or subassemblies in the case of incomplete returns to the Seller. For items ordered incorrectly or no longer wanted, the Seller will consider accepting the return. However, this excludes products that have special shipping requirements, including those shipped on dry ice.

**8. Order Changes & Cancellations:** Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. Cancellation of a custom-design order during production shall result in a charge of forty (40) percent of the cost of the original order. Upon completion of a custom production, NO cancellation of a custom-design order shall be allowed.

**9. Use of Our Products:** Our products are ONLY sold to the end users except to our authorized distributors and OEM partners. Transfer or reselling of our products to a third party is strictly prohibited unless you get our written permission. All our proprietary products are strictly prohibited from chemical structural analysis unless you get our written permission. Our products are used ONLY for laboratory research and development purposes. We realize that, since our products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. You assume responsibility to assure that the products purchased from us are approved for use under TSCA, if applicable. You have the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from us. You also have the duty to warn your customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products.

**10. Patent Disclaimer:** We do not warrant that the use or sale of our products will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process. The buyer is solely responsible for any patent infringement resulting from his use of our products.

**11. Limitation of Consequential Damages and Indemnification.** Buyer acknowledges that there may be hazards associated with the use of certain products offered. Buyer agrees that their personnel concerned with any such products are aware of the hazards and assumes all responsibility for the warning of their employees and independent contractors of all hazards to persons and property in any way connected with the products, and Buyer agrees to instruct their employees, agents and customers to use safely such product. Buyer also assumes all responsibility for the results of using any product offered in combination with other articles or substances, and in any manufacturing process, and for the ultimate safe disposal of the product in accordance with applicable laws.

AAT Bioquest's sole obligation and the Buyer's exclusive remedy with respect to products proved to AAT Bioquest's satisfaction to be defective or nonconforming shall be return of such products to AAT Bioquest, and refund of the purchase price actually paid therefore by the Buyer. AAT Bioquest, Inc. shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by AAT Bioquest, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, AAT Bioquest specifically disclaims any liability for property or personal injury damage penalties, special punitive damages, damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the Buyer's customers or any other third party for any such damages. AAT BIOQUEST, INC. SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

The Buyer shall indemnify AAT Bioquest, Inc. from and against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that AAT Bioquest may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law, by the Buyer, its officers, agents or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

**12. TSCA Regulations:** Buyer should acknowledge that AAT Bioquest's products are intended for research and development purposes only, and that he will use the products in accordance with all applicable government regulations, including but not limited to those described herein. Buyer acknowledges that he is familiar with the provisions of the Toxic Substances Control Act exemption for research and development found in 40 CFR 720. Buyer agrees to notify AAT Bioquest in writing if his use of AAT Bioquest's products is intended for manufacturing as defined in the Toxic Substances Control Act. Buyer further agrees not to use AAT Bioquest's products in manufacturing unless and until Buyer and AAT Bioquest have confirmed that the product is listed in the TSCA Inventory List or that a pre-manufacturing notification has been filed and approved by the United States Environmental Protection Agency.

**13. Miscellaneous:** We reserve the right to discontinue our products or change specifications or prices of our products and to correct any errors or omissions at any time without incurring obligations.

Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.