

## **Contract terms**

Thank you for your interest in purchasing our products, services, data or molecule sequences, all of which are referred to in these terms collectively as the Products. By purchasing and/or accepting delivery of the Products supplied by Expansion Technologies, Inc. (EXT) you agree to be bound by these terms and conditions (also referred to as an "Agreement"). The Agreement between EXT and its customers and/or end users (referred to as a "Customer" or "Customers") apply to all Product offerings by EXT to its Customers unless EXT and Customer have agreed to a separate written agreement (referred to as a "Contract") signed by authorized representatives of EXT and the Customer at a later date than this Agreement was accepted. To the extent the parties have executed a Contract and there are conflicts between the Agreement and those in the Contract, then the Contract shall supersede the Agreement.

In addition, provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance or other documents from a Customer which are inconsistent with or in addition to these terms and conditions shall have no force or effect and shall not constitute any part of the agreement between EXT and Customer unless it is memorialized in writing and signed by an authorized EXT representative.

Cancellation: Once the Customer has placed the order, it can not be cancelled, unless EXT consents in writing and Customer pays any applicable charges.

Changes: Customer may not change orders in process, except with our written consent and agreement as to an appropriate adjustment in the purchase price for the applicable Products. Customer will not receive a credit for Products returned without EXT's prior written consent.

## **Pricing**

All prices are subject to change without prior notice except for orders or other works in progress or where otherwise specifically provided in a written and dated quotation signed by an authorized EXT representative. Prices quoted to Customer are valid for 30 days, unless EXT indicates otherwise in writing.

Prices stated herein do not include sales, use or excise taxes, customs duties, imposts, VAT, or other assessments of any kind which may arise from the manufacture, processing, sale or shipment of the products or service. Customer shall be solely responsible for any and all such taxes, duties or other assessments.

Customer is responsible for standard shipping and handling charges, if any. EXT will also add these charges to your invoice. For details of our freight policy please contact customer services.

All orders from Customer are binding upon the Customer and may be accepted, at EXT's option, either by EXT sending an Order Acknowledgement email or by simply delivering the product or service to the Customer.

## **Payments**

Orders consistent with the terms and conditions of this Agreement may be placed with a purchase order number, once credit has been established, or by credit card or business or cashier check. Payment terms for orders placed with a purchase order number are Net 30 Days from date of invoice unless otherwise specified. Orders placed for payment by credit card are charged the day of order or shipment. International orders may be subject to prepayment and an additional international handling fees.

If the Customer elects to pay by credit card, the Customer shall bear all fees associated with payment by such method. EXT shall not be responsible for any credit card information, data, costs, delays or the like associated with this method of payment. Specifically, credit card payments are processed and handled through relevant third party payment processors. Credit card payments are therefore subject not only to these terms, but may also be subject to the terms and conditions of these third parties pursuant to Customer's contractual relations with them. Customer acknowledges that the third parties processing any of the payment methods may charge Customer commission on their end of the transaction. EXT is not responsible for such commission, which is strictly within Customer's contractual relations with the relevant payment processor.

By using one or more payment methods to pay the applicable fees, Customer represents and warrants that Customer is lawfully permitted to use the selected payment method in connection with the order. EXT may require additional information from Customer before completing payment transactions.

Invoices shall not be deemed paid until payment from the applicable credit card company has been received by EXT or the business or cashier's check is cashed by EXT.

Late payments, without affecting our other rights, may lead to suspension of delivery or cancellation, rejection of future orders, and/or incurring a late-payment charge, from the due date at the rate of 1.5% per month, or, if less, the maximum amount allowed by law- which must be paid on demand.

Payments made by the Customer shall always be applied first to all costs owed and late payment charges due and then to pay the oldest invoice which is due and payable, even if the Customer states that the payment relates to a later invoice.

Reasonable attorneys' fees and/or collection agency fees must be paid by the Customer if necessary to collect unpaid charges.

### **Delivery Policy**

EXT will ship to the U.S. destination Customer specified in Customer's order, FOB EXT's shipping point. EXT may, at our discretion, (a) make partial shipments and invoice each shipment separately; and/or (b) stop delivery of products in transit and withhold shipments in whole or in part if Customer does not pay EXT when due, or if Customer otherwise does not perform Customer's obligations in this Agreement. Any specified delivery dates are estimates only and do not represent a promise by EXT to deliver Products at a certain date. EXT will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond EXT's reasonable control. If EXT does delay shipping because of a cause beyond EXT's reasonable control, EXT may terminate the affected order, or reschedule the shipment, and EXT will do so within a reasonable period of time. Customer may not refuse delivery or otherwise be relieved of any obligations as a result of the delay. If EXT's delivery of a product to Customer is delayed due to a cause within the Customer's control, EXT will place the delayed products in storage at Customer's risk and expense.

Depending upon its material composition, product may be shipped at either ambient temperature, cold, or frozen. Additional shipping/handling charges apply for all products shipped cold on ice packs or frozen on dry ice.

### **Return Policy**

EXT strives for the highest levels of product quality and customer satisfaction and EXT warrants that, at the time of shipment, the Products are free from material defects and materially conform to the product's written specifications, if any, that accompany the products. EXT agrees to replace any materially defective or materially nonconforming product (provided that such nonconformity was not caused by misuse or negligence of Customer) if Customer provides notice to EXT within ten (10) days after receipt. Such replacement, or the refund of the invoice price of the products (such decision to be made in the sole and absolute discretion of the Company), shall be the sole and exclusive remedy of Customer for any liability of EXT of any kind, including but not limited to, liability based upon warranty (expressed or implied, whether contained herein or elsewhere), strict liability, contract or otherwise. No returns will be accepted without prior written consent from EXT. Returns of Products may be subject to a restocking fee which shall exclusively be borne by the Customer. All reasonable third party transportation, handling, customs and related costs associated with the return and/or replacement of such products, if confirmed by EXT to be nonconforming, shall be paid by EXT. Custom products cannot be returned for any reason except for failure to meet stated specifications, with EXT's prior written consent.

### **Indemnity and Limited Liability**

All Products and services offered by EXT, unless otherwise specified, are limited to Internal Research Use Only and EXT makes no express or implied warranties of merchantability, fitness for a particular purpose or non-infringement. It is the Customer's exclusive responsibility to obtain any licenses or other approvals necessary to use EXT-produced Products. Nothing on this website shall be construed as a warranty or representation by EXT as to the validity, enforceability or scope of any patent or patent application, or that the use of EXT Products will be free from infringement of patents of third parties. The Customer agrees to take all reasonable precautions to prevent death, personal injury, illness and property damage arising from the use of EXT Products.

Customer shall indemnify, defend with competent experienced counsel and hold EXT, including EXT's parent, subsidiaries, affiliates, divisions, and their respective officers, directors, shareholders and employees, harmless from and against any and all damages, liabilities, actions, cause of action, suits, claims, demands, losses, costs and expenses (including but not limited to reasonable attorneys' fees and disbursements and court costs) suffered by the foregoing entities or individuals to the extent arising from or in connections with, but not limited to, (a) Customer or Customer's agents', employees', representatives', or contractors negligence or willful misconduct; b) use of a Product supplied by EXT in combination with equipment or software not supplied by EXT, where the product itself would be infringing; (c) EXT's compliance with designs provided by the Customer; (d) use of a Product in an application or environment for which it was not designed; and (e) Product modifications EXT did not make or approve of in writing

In no event will EXT be liable, whether in contract, tort, warranty, or under any statute or on any other basis for special, incidental, indirect, punitive, multiple or consequential damages sustained by Customer or any other person or entity arising out of EXT's performance or failure to perform its obligations relating to the purchase of Products, performance of services, the possession or use of any Product, or the performance by EXT of any services, whether or not foreseeable, whether in contract, tort (including negligence) or otherwise, and whether or not EXT is advised of the possibility of such damages, including without limitation damages arising from or related to loss of use, loss of data, downtime, or for loss of revenue, profits, goodwill, or business or other financial loss.

To the maximum extent permitted by applicable law, EXT's the total and aggregate liability, for damages arising out of or related to the Agreement, the purchase of Products, performance of services, the possession or use of any Product, or the performance by EXT of any services, whether such liability is in contract, tort (including negligence) or otherwise shall be limited to the fees Customer actually paid to EXT in the six months preceding the event purportedly giving rise to the claim.

EXT is not responsible or liable for Customer's reliance upon, or use of, the Product, Customer's activities in connection with the Product or any consequences resulting therefrom.

**Disclaimer**

Except as expressly provided herein, all Products are provided "AS IS". EXT disclaims all warranties, express or implied, oral or written, including without limitation, all implied warranties of merchantability and fitness for any particular purpose, accuracy, reliability, completeness or expected benefits or earnings, whether arising from statute or otherwise in law or from a course of dealing or usage of trade.

**License**

EXT's provision of Products to the Customer is only a grant of a limited, non-exclusive, nontransferable right to use the Products purchased, and only for internal research purposes. No right to transfer, distribute or resell EXT's Products or any of their components is conveyed expressly, by implication, or by estoppel. Customer will not modify, change, remove, cover or otherwise obscure any of our or brands, trade or service marks on the products. Nothing in the Agreement limits EXT's ability to enforce our or a third party's intellectual property rights.

**Choice of Law**

Any contract between EXT and Customer relating to Products, including this Agreement, and any disputes relating thereto, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof, and both parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts located in the Commonwealth of Massachusetts for any such disputes.