

Guild BioSciences: Terms and Conditions of Sale

1. General. Guild Associates, Inc. ("GUILD") is delivering these goods and products ("Products") subject to these Terms and Conditions of Sale ("Conditions"). Buyer will be deemed to have assented to these Conditions upon Buyer's placement of order. Notwithstanding the above, failure of GUILD to object to provisions contained in any purchase order, confirmation or other form or document from Buyer shall not be construed as a waiver of these Conditions nor an acceptance of any such provision.

2. Buyer's Use Only/No Resale. The purchase of Products only conveys to Buyer the non-transferable right for only the Buyer to use the quantity of Products and components of Products purchased in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in GUILD catalogs, website or on the label or other documentation accompanying the Products (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). Buyer has no right to resell the Products, or any portion of them to a third party outside Buyer's corporate organization, and any such purchase by a reseller for the purpose of resale is strictly prohibited unless GUILD first accepts and approves a purchase order and acknowledges in writing that the Products may be resold by Buyer and the terms of such resale.

3. Prices/Taxes. All Product list prices exclude shipping, handling, insurance and taxes. Buyer agrees to pay for all costs associated with transportation of the Product from GUILD to the Buyer. For US domestic orders shipping, handling, insurance, and taxes (if applicable) will be calculated during checkout for payment by Buyer. Shipping will be calculated from GUILD's Dublin, Ohio, USA location. For orders outside the continental USA, GUILD will obtain estimates from appropriate parties to account for all applicable customs, duties, documentation charges, and freights forwarder charges. Any such charges will be included in the final estimate. In the event GUILD is required to pay any additional such duty or charge, Buyer will promptly reimburse GUILD. Applicable sales, use, excise, value added, withholding, and other taxes charged on an international order will be paid by the Buyer. Buyer should expect to receive an invoice from the freight carrier. By ordering the Product, Buyer agrees to pay all applicable taxes directly to the freight carrier.

4. Payment Terms. Typically payments will be made at the time of purchase by major credit card. Other payment methods must be authorized by GUILD and require NET 30 payment terms unless otherwise negotiated. All prices are listed in United States dollars, and goods shipped outside of the United States are payable in United States currency.

5. Return Policy. Buyer may return Products to GUILD within forty-five (45) days of invoice date only with prior authorization by GUILD. The Product(s) being returned must be in new and unused condition and must be resalable as new. Buyer is responsible for all applicable freight or other charges associated with shipping the Product back to GUILD. As a pre-condition to returning Product to GUILD, Buyer must request a Return Merchandise Authorization (RMA) number from GUILD. Customer may choose whichever carrier and delivery time frame they prefer but refunds will not be issued until Product(s) are inspected and deemed resalable as new by GUILD.

6. Shipment and Packing. All Product list prices exclude costs of shipping, handling and insurance, in accordance with delivery terms designated by GUILD. Unless otherwise agreed in writing, such costs will be paid by the Buyer and will appear as a separate item on GUILD invoice. GUILD shall ship in accordance with GUILD standard practices. Buyer may specify different shipping instructions, subject to agreement by GUILD. Unless otherwise agreed to in writing by GUILD, all products shall be packaged, if

appropriate, for shipment and storage in accordance with standard commercial practices. All packing shall conform to carrier requirements.

7. Partial Shipments. GUILD reserves right to make delivery in partial shipments ("Installments") and individually invoice for the installment shipping cost. Delay in delivery of any Installment shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.

8. Title/Risk of Loss. All domestic shipments are made FOB Destination per Uniform Commercial Code. All international shipments are made per INCOTERMS 2010 designated by GUILD. GUILD title to the Products and the risk of loss of or damage to the Products ordered by the Buyer will pass to Buyer at time of GUILD delivery of Products to the location specified by Buyer during purchase. The carrier shall be deemed GUILD's agent, and any claims for damages in shipment will be filed with the carrier by GUILD as long as Buyer notifies GUILD in writing or email of the damage within 15 days of delivery. If Buyer does not notify GUILD within 15 days of delivery Buyer must file claim with carrier. GUILD is authorized to designate a carrier pursuant to GUILD standard shipping practices unless otherwise specified in writing by Buyer.

9. Intellectual Property Rights. Title to and ownership of the documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of GUILD or GUILD licensors.

10. Acceptance. All sales are final and all Products shall automatically be deemed accepted upon delivery to Buyer when goods are delivered to Buyer's location specified on the order. Failure to provide written notice to GUILD of any shortages, defects, or damages relating to the Products within fifteen (15) days after receipt shall conclusively deem that the Products conform to the terms set forth in these Conditions. Buyer may not return any Products to GUILD except as provided for by GUILD warranty or as provided herein.

11. Product Warranties. Unless otherwise specified by GUILD:

(a) GUILD warrants that, for a period of twelve (12) months from the date of shipment of the Products from GUILD (the "Warranty Period"), unless otherwise specified for individual Products (such as Reagents with a specified shelf life), the Products sold hereunder will be free from material defects in materials and workmanship and will conform to GUILD specifications in effect as of the date of manufacture. GUILD SPECIFICALLY DISCLAIMS ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE OR LOST PROFITS) WHICH MAY RESULT FROM THE USE OF PRODUCTS PURCHASED HEREUNDER, AS FURTHER SET FORTH IN SECTION 12 OF THESE CONDITIONS OF SALE. This limited warranty extends only to Buyer as original purchaser unless otherwise agreed upon in writing by GUILD.

(b) The foregoing warranty shall not apply if the defective Product (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by GUILD, (ii) has been repaired or altered by persons other than GUILD, (iii) has not been used in accordance with the documentation or used outside of the environmental specifications for the Product; (iv) has failed due an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lightning or (v) has been used with any devices, accessories or products not manufactured by or approved by GUILD. In addition, the foregoing

warranty shall not apply to Products (i) marked or identified as "sample," (ii) loaned or provided to Buyer at no cost, or (iii) which are sold "as is."

(c) If during the Warranty Period: (i) GUILD is notified promptly in writing upon discovery of any defect in the Product, including a detailed description of such alleged defect, (ii) such Product is returned, transportation charges prepaid by Buyer unless otherwise authorized by GUILD, to GUILD designated manufacturing facility subject to the prior approval of GUILD with a valid Return Material Authorization ("RMA") number, and (iii) GUILD inspections and tests determine that the Product is indeed defective and the Product has not been subjected to any of the conditions set forth above, then, as Buyer's sole remedy and GUILD's sole obligation under the foregoing warranty, GUILD will, at GUILD's option, replace without charge the defective Product and refund prepaid return transportation cost if applicable. In no event will the Buyer itself nor will the Buyer allow any party other than GUILD or a third party authorized in writing by GUILD to perform any service on the Products.

(d) Any Product that has been replaced under this warranty shall have warranty coverage for the longer of ninety (90) days or the remaining original warranty period. Replacement Products may be new or equivalent to new at GUILD sole discretion.

(e) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUILD MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY PRODUCTS OR OTHER PRODUCTS PROVIDED IN CONNECTION WITH THESE CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

(f) Notwithstanding anything herein to the contrary, GUILD makes no warranty with respect to any third party products provided under these Conditions. Buyer's sole remedy with respect to such third party products shall be pursuant to the original manufacturer's or licensor's warranty, if any, to Buyer, to the extent permitted by the original manufacturer or licensor.

12. Limitation of Liability. IN NO EVENT SHALL GUILD, ITS LICENSORS OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR THESE CONDITIONS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE). GUILD TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED BY BUYER HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR SUCH PRODUCTS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF GUILD OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. Authorized Use of Biotechnology Products. Unless otherwise expressly indicated in GUILD's website or on the label or other documentation Products are intended for **RESEARCH USE ONLY** and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals. Buyer acknowledges that Products have not necessarily been tested for safety or efficacy, unless expressly stated in GUILD website or on the label or other documentation

accompanying the Products. Customer agrees to not reverse engineer Products, nor request, with or without compensation, another individual or entity to reverse engineer Products.

14. Severability. If any portion of these Conditions is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of these Conditions.

15. Export Control. Buyer acknowledges and agrees that the Products purchased under these Conditions may be subject to restrictions and controls imposed by the United States Government and the regulations thereunder. **BUYER WARRANTS THAT IT WILL NOT EXPORT OR RE-EXPORT ANY PRODUCTS PURCHASED WITHOUT PRIOR WRITTEN NOTIFICATION AND APPROVAL OF GUILD.**

16. Assignment. Buyer shall not assign or transfer these Conditions or any rights or obligations under these Conditions, whether voluntary or by operation of law, without the prior written consent of GUILD. GUILD may assign or transfer these Conditions to any successor by way of merger, acquisition or sale of all or substantially all of the assets relating to these Conditions. GUILD or any successor may assign all or part of the right to payments under these Conditions. Any assignment or transfer by Buyer of these Conditions made in contravention of the terms hereof shall be null and void. Subject to the foregoing, these Conditions shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

17. Entire Agreement. These Conditions of Sale take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to GUILD Conditions of Sale. Neither GUILD's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Except as provided herein, these Conditions supersede all prior communications, transactions, and understandings, whether oral or written, and constitute the sole and entire agreement between the parties pertaining to the referenced quotation or purchase order, provided that: (1) these Conditions shall not, without GUILD prior written consent, supersede any conflicting terms of: (a) prior written agreements duly executed by GUILD, or (b) governmental purchase orders, terms of purchase, requests for quotation or acquisition regulations relative to governmental purchasers; and (2) to the extent not in conflict with any such prior or governmental terms, these Conditions shall supplement them. No modification, addition or deletion, or waiver of any of the terms and conditions of these Conditions shall be binding on either party unless made in a non-preprinted agreement clearly understood by both parties to be a modification or waiver, and signed by a duly authorized representative of each party.

18. Force Majeure. Shipping dates are approximate and may be delayed absent prompt receipt from Buyer of all necessary information. GUILD shall not be responsible for any failure to perform or delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by GUILD suppliers or subcontractors, transportation difficulties, customs clearance, shortage of energy, raw materials or equipment, or Buyer's fault or negligence. In the event of any such delay the date of delivery shall, at the request of GUILD, be deferred for a period equal to the time lost by reason of the delay.

19. Governing Law and Venue. These Conditions and performance by the parties hereunder shall be construed in accordance with the laws of the State of Ohio, U.S.A., without regard to provisions on the conflicts of law.