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email: [order@aldevron.com](mailto:order@aldevron.com)

phone: 1 (701) 297-9256  
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## Service Terms & Conditions

**ALL PURCHASES OF PRODUCTS & SERVICES 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. 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 the sale of goods or services under this Agreement, Aldevron hereby does not agree to any Client term or condition consistent with 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, (i) with respect to Aldevron, any business entity controlled by Aldevron, and (ii) with respect to the Client, 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. 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.

### **Pricing**

All prices are in US dollars and checks are to be drawn on a US bank. 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 are not 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. Aldevron is willing to work under the terms of a mutually agreeable Non-Disclosure or Confidentiality Agreement. Aldevron reserves the right to archive excess client material. Unless we are contracted to archive excess material, the material may be destroyed after order completion.

### **Limited Warranty**

Aldevron warrants that its products and services 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.



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### **Shipping**

Aldevron shall deliver the Products 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. All Products and other materials provided by Aldevron are delivered Ex Works (Incoterms 2020) at Aldevron or its Affiliate's facilities and title and risk shall pass to Client upon acceptance by the courier, 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, Client is responsible for international shipping arrangements. If Aldevron provides storage services, title and risk of loss of the Product shall pass to Client upon transfer to storage.

### **Exclusive Remedy**

In the event of a breach of the above warranty, Client shall notify Aldevron within 10 days of its receipt of such services or products. 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 goods requests must be made within 10 days of Client's receipt thereof. Aldevron will not accept returned products without prior authorization. To obtain return goods 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 samples 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.

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



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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 products and services from Aldevron you agree to abide by the restrictions regarding ethical use identified below.

1. You may only use the products and services for somatic cell line editing and not for any germ line cell editing.
2. You may not use the products and services 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 products and services 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 products and services 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 products and services for any testing, selection, or other characterization of human embryos outside of a naturally occurring human pregnancy.
6. You may not use the products or services for any aspect of human in vitro fertilization (IVF), whether directly or indirectly involved in the fertilization.
7. You may not use the products or services 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 product 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.

**Export Control.** To comply with U.S. export control regulations, Client understands that the shipment of certain 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.

**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 products or services. Aldevron reserve the right to change these Terms at any time.