

## **Terms and Conditions of Sales**

### **1. General**

These terms and Conditions of Sales (“Agreement”) govern the sales of any products (“Product”) sold by Elixirgen Scientific, Inc. (“Seller”) to you (“Buyer”). By placing an order for Products (“Order”), Buyer agrees to be bound by this Agreement, unless Order is subject to a valid, written, executed agreement between Seller and Buyer. This Agreement is the complete and exclusive contract between Seller and Buyer with respect to purchase of Products.

### **2. Orders and Acceptance**

- 2.1. Orders: Buyer may place orders for Products via email, website of Seller or any other method approved by Seller.
- 2.2. Acceptance: All orders are subject to acceptance by Seller. Providing a PO for Product is deemed acceptance of the Agreement. Seller reserves the right to reject any order, in whole or in part, at its sole discretion.
- 2.3. Modification: Any modifications to an order must be agreed upon by both parties in writing.

### **3. Price and Payment**

- 3.1. Price: The price of the Products will be as stated in Seller's price list or quotation, unless otherwise agreed upon in writing. Seller may change the prices of the Products at any time without notice. Prices Seller quote Buyer are valid for 30 days,, unless otherwise stated in writing.
- 3.2. Taxes: Buyer is responsible for all applicable taxes (including VAT), duties, and other governmental charges associated with the purchase of the Products, unless otherwise indicated in writing by Seller.
- 3.3. Delivery Fees: Buyer is responsible for standard delivery and handling charges, if applicable.
- 3.4. Payment Terms: Payment terms will be specified in the invoice provided by Seller. Unless otherwise agreed upon in writing, payment is due within 30 days from the date of the invoice.
- 3.5. Late Payment: In case of late payment, Seller may charge interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower.

### **4. Delivery and Title**

- 4.1. Delivery: Seller will use reasonable efforts to deliver the Products within the agreed upon time frame. Any delivery dates provided by Seller are estimates and shall not be binding.
- 4.2. Shipment: Unless otherwise specified, Seller will determine the method and carrier for shipment. Seller will ship the Products to the destination specified in the Order, FCA Incoterms.
- 4.3. Title and Risk of Loss: Title to the Products shall pass to Buyer upon delivery. Risk of loss or damage to the Products shall pass to Buyer when Seller loads them onto the commercial carrier at Seller's facility.

### **5. Warranty**

- 5.1. Warranty: Seller warrants that the Products will conform to the specifications set forth in the applicable

product documentation for a period of 6 months from the date of delivery unless otherwise specified in writing by Seller. Seller makes no other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. The warranties extend only to Buyer, the original purchaser, and Buyer cannot transfer them.

- 5.2. Remedies: In the event of a breach of warranty, Buyer's sole and exclusive remedy shall be, at Seller's option, either (a) replacement of the non-conforming Products, or (b) refund of the purchase price paid by Buyer for the non-conforming Products.
- 5.3. Limitation: The warranty does not cover any defects or non-conformities resulting from improper use, storage, handling, or unauthorized modifications to the Products. Seller shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the Products or this Agreement.

## **6. Intellectual Property**

- 6.1. Intellectual Property Rights: Buyer acknowledges that Seller retains all rights, title, and interest in and to any intellectual property associated with the Products, including but not limited to patents, trademarks, copyrights, and trade secrets.
- 6.2. Use of Intellectual Property: Buyer is granted a non-transferable, non-exclusive right to use Seller's Intellectual Property solely for internal research purposes. Buyer explicitly acknowledges and agrees that the Products are not intended, authorized, or suitable for diagnostic or therapy purposes. Buyer shall not use or reproduce any of Seller's intellectual property without prior written consent from Seller.

## **7. Miscellaneous**

- 7.1. No Assignment: Buyer may not delegate any duties nor assign any right or claims hereunder without Buyer's prior written consent, and any such attempted delegation or assignment will be void.
- 7.2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, USA. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 7.3. Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute amicably, it shall be submitted to the exclusive jurisdiction of the courts of Maryland.
- 7.4. Confidentiality: Buyer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from Seller as a result of discussions, negotiations and other communications between parties in relation to the Products.
- 7.5. Notices: Any notice or communication required or permitted under the Agreement must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.
- 7.6. Severability: Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 7.7. Non-proliferation: In case of exporting the products, Buyer shall comply with the U.S. Export Administration Regulations. Buyer shall not use the products or related information for military purposes, such as the development or manufacture of weapons of mass destruction such as nuclear weapons, biological weapons, chemical weapons and weapons of mass destruction delivery systems such as missiles, or conventional weapons. Buyer shall not provide the products or related information to any party whose purpose is the development or manufacture of weapons of mass destruction such as nuclear weapons, biological weapons, chemical weapons and weapons of mass destruction delivery systems such as missiles, or conventional weapons, or for military purposes.