

TERMS AND CONDITIONS OF SALE

We appreciate your interest in our products. Unless otherwise agreed in writing, your purchase of products is subject to the following terms and conditions:

1. Agreement Terms

- 1.1 **General Terms.** These terms and conditions (“Terms”), our quotation (if any) and Supplementary Terms, if any, comprise the agreement (“Agreement”) between you and Albcura Corporation. Unless your order is subject to a valid, written, executed agreement between you and Albcura Corporation, in which case such agreement applies, you agree to accept and be bound by the Agreement by ordering products on albcura.com or if you receive ordering or sales documents that reference these Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of the products.
- 1.2 **Supplementary Terms.** Some of our products are subject to additional limited use label licenses or other written contract terms that you will not find here (“Supplementary Terms”). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on albcura.com, or in literature that accompanies the product. You can also obtain copies from info@albcura.com.
- 1.3 **Terms Conflict.** If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) any applicable Supplementary Terms; and (c) finally these Terms. We don’t accept any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.
- 1.4 **When Agreement takes Effect.** The Agreement between us is created when you receive email confirmation that we have accepted your order.

2. Price

- 2.1 **Determining Price.** We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to you, the price will be the product price on albcura.com in effect at the time we accept your order.
- 2.2 **Taxes and Fees.** Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
- 2.3 **Delivery Fees and Freight Policy.** You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

3. Cancellation and Changes

Once you have placed your order, you cannot cancel or change it without our written consent.

4. Payment

- 4.1 **Payment Terms.** We will invoice you for the product price and all other charges due when we ship you

the products. Unless we have agreed otherwise in writing, you will pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in the currency specified in our invoice to you.

4.2 Late Payment. If you are late in making payment then, without affecting our other rights you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys' fees). We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

5. Delivery

5.1 Delivery. We will ship products to the destination you specify in your order, FCA Incoterms 2010 our shipping point. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

6. Risk of Loss and Title

Excluding software incorporated within or forming part of a product, which we or our licensors continue to own, title to and risk of loss of the products will pass to you when we load them onto the commercial carrier at our facility.

7. Product Use and Restrictions

7.1 Purchaser hereby agrees that Purchaser will not use the GMP Product in any procedure wherein the GMP Product may be administered to humans; provided, however, that Purchaser may use the GMP Product for such procedure (i) if Purchaser has obtained an Investigational New Drug ("IND") exemption from the United States Food and Drug Administration and Purchaser uses the GMP Product only in accordance with the protocols of such IND and of the Institutional Review Board overseeing the proposed research; or (ii) with respect to GMP Product use outside the United States, Purchaser uses the GMP Products in accordance with the protocols of research approved by the Institutional Review Board or authorized ethics committee and regulatory agencies to which the Purchaser is subject in the territory.

7.2 Products are to be used only in accordance with instructions accompanying delivery of the Product.

Products are not submitted for regulatory review or validated for clinical, therapeutic or diagnostic use, safety and effectiveness, or any other specific use or application unless expressly stated in writing by Albcura or labelled as such. Purchaser is solely responsible for complying with all applicable laws, regulations and governmental policies when using Albcura Products. Purchaser is solely responsible for obtaining all necessary approvals, permissions and/or licenses or intellectual property rights from applicable third parties as may be required for Purchaser's research and any other intended uses. It is solely Purchaser's responsibility to make sure the Products are suitable for Purchaser's particular use.

7.3 As a material condition to Albcura providing its Products to Purchaser, Purchaser agrees that it shall not, directly or indirectly, attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulae, processes, make-up, or production of any Product or any portion thereof.

8. Returns and Shortages

8.1 Returns. Albcura must pre-authorize all product returns. Albcura will approve return of any product that is damaged or defective on receipt, provided you contact Albcura within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five day period, we will deem the product to be accepted, but you will not lose any warranty rights.

8.2 Product-Credit Eligibility. If we exercise our discretion to authorize a product for return then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of the sale price. We do not credit shipping charges. You will not receive credit for any product returned without our prior consent.

9. Warranties

9.1 Limited Warranties. Unless a different warranty is included in applicable Supplementary Terms or product literature or on the relevant albcura.com product pages, we warrant that each of our product will meet its specifications in our published catalogs or associated Supplementary Terms. This warranty lasts from the time we ship the consumable or item of general labware until the earlier of: (a) the consumable's or item of general labware's expiry or "use by" date; and (b) its specified number of uses. If we do not specify the expiry date, the warranty will last for six (6) months from the date we ship the product.

9.2 Exclusions. Our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) use, storage, or handling in an inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or protocols, operation outside of stated use specifications.

If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

9.3 Limitations.

(A) Our warranties are not transferable, and our obligation to replace a product is your sole remedy.

(B) WE MAKE NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES

(a) Of merchantability;

(b) Of fitness for any particular purpose; and that

(c) The product will accomplish any particular result.

9.4 Remedies. During the applicable warranty period only, for products not meeting our warranty, we agree, in our sole discretion, to replace the non-conforming product and/or provide additional parts as reasonably necessary to comply with our warranty obligations, but you must first promptly notify us in writing when you discover any defect or non-conformance, and include in the notice clear details of your warranty claim. After our review, assuming we authorize the product return, we will provide you with service data and/or a Return Material Authorization (“RMA”), which may include biohazard decontamination procedures and other product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with this Agreement, you must return the non-conforming products to us, unless we agree otherwise, and we will prepay the shipping costs. We will ship your replacement products according to our Delivery terms in Section 5 of these Terms.

10. Indemnification

10.1 Our Indemnity.

(A) Our Infringement Indemnity. We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a product, as manufactured and provided by us to you, but always excluding use and/or combination of such product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on your failure to comply with the Agreement; (b) claims that arose based on your failure to acquire any applicable additional intellectual property rights related to your use of the products (“Additional Rights”); (c) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions; (d) your use or resale of products; (e) modifications made by you or any third party; or (f) products originating from third parties.

THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND, SUBJECT TO SECTION 11.4 OF THESE TERMS, YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.

(B) Conditions to Our Indemnity. As a condition to our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; (d) give us your reasonable information, co-operation and assistance;

and (e) take all reasonable steps to mitigate losses incurred, including allowing us to exercise any and all of options set out in Section 11.4 of these Terms.

10.2 Your Indemnity of Us. If a third party makes a claim against us for infringement of its intellectual property rights based on (a) our manufacture or sale of a product or custom product we make under your instructions, specifications, or other directions, or using materials that you provide to us (b) your failure to comply with the Agreement, (c) your failure to acquire any applicable Additional Rights, or (d) your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

11. Intellectual Property

11.1 Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in Supplementary Terms, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal research purposes. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

11.2 Intellectual Property Ownership. Unless otherwise specified in applicable Supplementary Terms, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

12. Intellectual Property Infringement. We want to avoid claims of intellectual property infringement. If we believe a product we have sold to you may be subject to a claim for intellectual property infringement, you must allow us (at our option) to either (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) tell you to return the product to us and we will refund to you the price you paid. In the case of instruments, we will take off a reasonable amount for the instrument's use, damage or because it is now out of date or out of use.

13. Limitations and Exclusions of Liability

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS AND/OR ANY OTHER AGREEMENT BETWEEN YOU AND ALBCURA FOR THE PURCHASE OF THE PRODUCTS, ALBCURA'S TOTAL LIABILITY TO YOUR ARISING FROM OR IN RELATION TO THESE TERMS, AN AGREEMENT BETWEEN THE PARTIES OR THE PRODUCTS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY

PURCHASER TO ALBCURA FOR THE APPLICABLE PRODUCTS. IN NO EVENT WILL ALBCURA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS.

14. Export Restrictions

- 14.1 Items. You acknowledge that each product and any related technology, including technical information we supply you, including those contained in product documents (collectively “Items”), is subject to U.S., EU and local government export controls.
- 14.2 Export Controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries.
- 14.3 Compliance Requirements. You must comply with the EAR, and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S. government agency; (a) export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government; (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export.
- 14.4 Audit Cooperation. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants’, agents’ or employees’ violation of this Section 14.

15. Miscellaneous

- 15.1 No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.
- 15.2 Governing Law. The Agreement and performance under it will be governed by the laws of (a) Taiwan; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located. 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 U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
- 15.3 Regulatory Restrictions. In addition to the restrictions set out in Section 11 of these Terms: (a) you must use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.
- 15.4 Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control.

In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

- 15.5 No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement 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. No person other than you or us will have any rights under the Agreement.
- 15.6 Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.
- 15.7 Confidentiality. You agree 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 us as a result of discussions, negotiations and other communications between us in relation to our products or services.
- 15.8 Notices. Any notice or communication required or permitted under these Terms 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.
- 15.9 Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.
- 15.10 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.

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