

TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. GENERAL:** DWK Life Sciences LLC ("DWK") hereby offers for sale to the interested buyer ("Customer") its products and services (the "Products") on the express condition that Customer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Customer are expressly rejected, and if the terms and conditions set forth herein differ from the terms of any Customer purchase offer, these terms and conditions shall be construed as a counter offer and shall not be effective as an acceptance of any Customer document or terms. Customer's receipt of Products or DWK's commencement of the services provided hereunder will constitute Customer's acceptance of these terms and conditions of sale. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by DWK and Customer. DWK's failure to object to terms contained in any subsequent communication from Customer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of DWK.
- 2. PRICE:** All prices published by DWK or quoted by DWK's representatives may be changed at any time without notice. All prices quoted by DWK or DWK's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by DWK or, if no price has been specified or quoted, will be DWK's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of DWK's original price quotation.
- 3. TAXES AND OTHER CHARGES:** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Customer. If Customer claims any exemption, Customer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
- 4. TERMS OF PAYMENT:** DWK may invoice Customer upon shipment for the price and all other charges payable by Customer. If no payment terms are specified in writing between

DWK and Customer, payment terms shall be net thirty (30) days from the date of invoice. If Customer fails to pay any amounts when due, Customer shall pay DWK interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by DWK in collecting such overdue amounts or otherwise enforcing DWK's rights hereunder. DWK reserves the right to change payment terms at any time without notice and to require from Customer full or partial payment in advance, or other security that is satisfactory to DWK, at any time that DWK believes in good faith that Customer's financial condition does not justify the terms of payment specified. All payments shall be made in the currency specified in DWK's invoice.

5. **DELIVERY; CANCELLATION OR CHANGES BY CUSTOMER:** The Products will be shipped to the destination specified by Customer, F.O.B. DWK's shipping point. Additional fees or surcharges may apply for special handling or packaging, expedited or air delivery, shipping and handling and shall be paid by Customer. DWK will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. DWK reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Customer fails to make any payment to DWK when due or otherwise fails to perform its obligations hereunder. Any specified shipment or delivery date is an estimate only, and DWK 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 DWK's reasonable control. In the event of a delay due to any cause beyond DWK's reasonable control, DWK reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Customer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Customer's control may be placed in storage by DWK at Customer's risk and expense and for Customer's account. DWK may cancel any Order at any time and for any reason up until the time of shipment to Customer, without liability or penalty, and without constituting a waiver of any of DWK's rights or remedies under this Order, by providing written notice to Customer specifying the applicable date of such cancellation. Orders in process may be canceled by Customer only with DWK's written consent and upon payment of DWK's cancellation charges. Orders in process may not be changed except with DWK's written consent and upon agreement by the parties as to

an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of DWK.

6. **INSPECTION:** Customer shall inspect Products upon receipt, but no later than ten (10) days after delivery, ("Inspection Period") and either accept or, only if any such Products are nonconforming, reject such Products. Customer will be deemed to have accepted Products unless it provides DWK with written notice of any nonconforming Products within such ten (10) day Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by DWK. All defects and nonconformities that are not specified will be deemed waived by Customer, such Products shall be deemed to have been accepted by Customer, and no attempted revocation of acceptance will be effective. If Customer timely notifies DWK of any nonconforming Products, DWK shall determine, in its reasonable discretion, whether the Products are nonconforming Products. If DWK determines that such Products are nonconforming Products, DWK shall, in its sole discretion, either: (a) replace such nonconforming Products with conforming Products; or (b) refund to Customer such amount paid by Customer to DWK for such nonconforming Products returned by Customer to DWK. THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS.
7. **TITLE AND RISK OF LOSS:** Notwithstanding the trade terms indicated above and subject to DWK's right to stop delivery of Products in transit, title to Products passes to Customer upon shipment by DWK. Risk of loss to Products passes to Customer upon DWK's tender of such Products to the transportation carrier.
8. **WARRANTY:** DWK warrants that the Products are produced to ANSI Level II Sampling Criteria, and will operate or perform substantially in conformance with DWK's published specifications when subjected to normal, proper and intended use by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in DWK's product documentation, published specifications or package inserts, the warranty period shall be six (6) months from the date of shipment to Customer (the "Warranty Period"). DWK agrees during the Warranty Period, to repair or replace, at DWK's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Customer has promptly notified DWK in writing upon the discovery of any defect and details of the warranty claim. Shipment to Customer of repaired or replacement

Products shall be made in accordance with the Delivery provisions herein. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by DWK that are obtained by DWK from an original manufacturer or third party supplier are not warranted by DWK, but DWK agrees to assign to Customer any warranty rights in such Product that DWK may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).

9. INDEMNIFICATION:

9.1 **By DWK:** DWK agrees to indemnify, defend and save Customer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the gross negligence or willful misconduct of DWK, its employees, agents or representatives or contractors in connection with the performance of services at Customer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, DWK shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Customer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by DWK where the Product would not itself be infringing, (iv) compliance with Customer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than DWK without DWK's prior written approval. Customer shall provide DWK prompt written notice of any third party claim covered by DWK's indemnification obligations hereunder. DWK shall have the right to assume exclusive control of the defense of such claim or, at the option of the DWK, to settle the same. Customer agrees to cooperate reasonably with DWK in connection with the performance by DWK of its obligations in this Section.

Notwithstanding the above, DWK's infringement related indemnification obligations shall be extinguished and relieved if DWK, at its discretion and at its own expense (a) procures for Customer the right, at no additional expense to Customer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Customer the amortized amounts paid by Customer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES DWK'S ENTIRE LIABILITY TO CUSTOMER FOR THE CLAIMS DESCRIBED HEREIN.

9.2 By Customer: Customer shall indemnify, defend with competent and experienced counsel and hold harmless DWK, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Customer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by DWK where the Product itself would not be infringing; (iii) DWK's compliance with designs, specifications or instructions supplied to DWK by Customer; (iv) use of a Product in an application or environment for which it was not designed; (v) compliance or noncompliance with Section 13 below; or (v) modifications of a Product by anyone other than DWK without DWK's prior written approval.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF DWK UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF DWK FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY CUSTOMER TO DWK WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL DWK BE

LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER DWK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INTELLECTUAL PROPERTY: Customer acknowledges and agrees that any and all trademarks, service marks, brands, designs, patents, drawings, specifications and know-how associated with the Products are and remain the sole property of DWK or third parties from whom DWK's rights are derived. Nothing contained herein is intended to, or should be interpreted to, transfer, convey or assign any rights, title or interest in or to any intellectual property between the parties.

12. FORCE MAJEURE: DWK shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached the terms of this Order, for any failure or delay in fulfilling or performing hereunder, if such failure or delay is caused by or results from acts beyond DWK's control, including: (a) acts of nature; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of law; (e) actions, embargoes or blockades in effect on or after the date of this Order; (f) action by any governmental authority (whether or not having the effect of law); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortages of or delays in receiving raw materials; or (j) shortage of adequate power or transportation facilities (each, a "Force Majeure Event"). The time for DWK's performance will be extended by the length of such Force Majeure Event. In the event that such Force Majeure Event continues for a period beyond 90 days, then either party may terminate an affected purchase order to the extent of the failure or inability to perform due to the Force Majeure Event, with all remaining obligations remaining valid and enforceable. DWK is under no obligation to allocate any minimum quantity of Products to Customer as a result of a Force Majeure Event.

13. EXPORT OF PRODUCTS: DWK's sale of Product to Customer is intended for Customer's use within the United States. Customer is responsible for compliance with any and all export and import laws and regulations applicable to the movement or use of the Products outside of the United States, including payment of any and all duties, tariffs and fees associated therewith.

14. **INTERPRETATION:** Unless set forth in writing and signed by both DWK and Customer, no course of dealing or performance, usage of trade, past negotiation, or other implied agreement purporting to modify, vary, explain or supplement these terms and conditions shall be binding and no modifications shall be affected by the acknowledge or acceptance of any Customer purchase order or shipping instruction containing terms or conditions that vary in any manner from these terms and conditions.

15. **MISCELLANEOUS:** (a) Customer may not delegate any duties nor assign any rights or claims hereunder without DWK's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located within the State of New Jersey, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) **In the event of any legal proceeding between the DWK and Customer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose.** (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) DWK's failure to enforce, or DWK's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Customer agrees that all pricing, discounts and technical information that DWK provides to Customer are the confidential and proprietary information of DWK. Customer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Customer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate

to the other. (i) DWK reserves the right to make specification changes to its catalog products without prior notification. As a result of continual improvements to the design of our products or manufacturing techniques or processes, purchasers may notice that items ordered and received may differ from the description or graphic image of that product appearing on or in any DWK website or catalog.

16. ESG (Environmental, Social, Governance): The supplier is obligated to take preventive measures, both with regard to their own business operations and with regard to their subcontractors, in order to avoid violation of human rights, occupational health and safety regulations and environmental protection regulations. This should happen in accordance with the respective applicable statutory provisions, the UN Guiding Principles on Business and Human Rights and the DWK Supplier Code of Conduct and Human Rights Policy to identify violations or threatened violations.

At any time DWK has the right to verify the suppliers' compliance with the above requirements, for example by means of an audit or an annual report from the supplier describing how they have ensured compliance with the standards and how they have dealt with cases of non-compliance.