

# QUOTATION NO: CAB-24498

**QUOTATION NUMBER MUST BE REFERENCED AT THE TIME OF  
ORDER TO ENSURE ORDER ACCURACY**

TO ORDER:  
Life Technologies Czech Republic s.r.o.  
Krenova 438/1  
Praha 6 16200  
Czech Republic  
Fax No.: [REDACTED]  
To Order: [REDACTED]  
E-mail: [REDACTED]

TECHNICAL QUESTIONS:  
Phone: [REDACTED]  
E-mail: [REDACTED]

TO:

Shipping Address:  
Palacký University Olomouc  
Křížkovského 511/8  
779 00 Olomouc  
Czech Republic  
  
ID No.: 61989592

**QUOTATION NO.: CAB- 24498**

FROM: 02/18/22 THROUGH: 03/18/22

EXCEPT WHERE NOTED BELOW

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TERMS: NET 30 DAYS

FOB: Shipping Point

Project Manager: [REDACTED]

**Thank you for your interest in Life Technologies Corporation Products, a subsidiary of Thermo Fisher Scientific. Please note our custom antibody guarantees below.**

Line Number	Material No.	Description	Unit Size	Quantity	Price Per Unit (CZK)	Total Price (CZK)
1	HAB2010	2 RAB 90PTCL, SYN PEP Project #: 2XB1880 Peptide name: WAM-1 119:136 Conjugation: 4mg-KLH EG, pi=11.52 Elisa titers: bleeds Hold bulk bleed: AUTOAP Affinity purification: yes Special instructions: Peptide sequence: DGPEVKRGGFKLRKRL (18aa)	EA	1	36375.00	36375.00
2	HAB2010PEP	PEPTIDE Project #: 2XB1880	MG	5	.00	.00
3	HAB2010V	CRD ANTIBDY SERA, 2 RAB Project #: 2XB1880	EA	16	.00	.00
4	HAB2110A	Affinity Purification Project #: 2XB1880 Peptide name: WAM-1 119:136 Bleed days: day 72 Batch #: Special Instructions: purification of animal 1	EA	1	10826.00	10826.00
5	HAB2122	REPEAT AFNTY Purify - 50 mL Project #: 2XB1880 Peptide name: WAM-1 119:136 Bleed days: day 72 Batch #: Special Instructions: purification of animal 2	EA	1	6495.00	6495.00

Total 53696.00

**Custom Services Rabbit Titer Guarantee:** Custom rabbit antibodies manufactured by the Seller are guaranteed to reach a minimum titer of 1:50,000 by indirect ELISA assay for at least one rabbit so long as the following conditions are met: (a) Seller designed and produced the peptides and/or proteins used for immunization; (b) the design criteria did not contain Buyer mandated limitations, including but not limited to, cross reactivity requirements, limited protein sequence region, and/or post-translationally modified or cleaved peptides; and (c) the antibodies were generated in rabbits. If the antibody does not reach the minimum titer and all the above criteria are met, Seller will either (y) boost one animal (minimal) at no charge or (z) alter the carrier or antigen to boost one animal (minimal) for up to two months free of charge. Once one animal reaches the minimum titer of 1:50,000 the guarantee will be met. If a 1:50,000 titer cannot be achieved, the Buyer will be provided one additional custom antibody to be ordered free of charge with a re-design of the peptide and/or protein used for immunization. All ancillary services requested by the Buyer on the new project such as purification and extensions will be charged a la carte at the discretion of the Seller.

**Custom Services Purification Guarantee:** We guarantee a concentration 100ug/mL for our purification services. We do not guarantee a specific amount of purified antibody that is generated through purification.

**An authorized signature from the Client is required to accept this service offer as outlined in this Quotation. This offer is binding if signed and returned accompanied by a copy of the related Purchase Order to Life Technologies Corporation Custom Services by the Expiration Date on page 1.**

**Approval Signature:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO#:** \_\_\_\_\_

**LIFE TECHNOLOGIES CORPORATION TERMS AND CONDITIONS  
FOR CUSTOM ANTIBODY SERVICES**

**1. Governing Provisions.** These terms and conditions (“Terms and Conditions”) apply to custom antibody services (“Work”) provided by Life Technologies Corporation and, if applicable, the affiliate of Life Technologies Corporation that is processing this order (collectively “LTC”) according to the detailed description in the applicable quotation or other written statement of work (“SOW”), as submitted by LTC and accepted by the client (“Client”). These Terms and Conditions, together with the SOW, form the entire contract between Client and LTC (“Custom Agreement”), and supersede all prior communications between the parties, whether written or oral, relating to the Work, except for a written contract signed by both parties. Client’s submission of a purchase order or other similar document to indicate payment for the Work (“PO”) will indicate acceptance of these Terms and Conditions to the exclusion of any other terms or conditions appearing or referenced in said PO, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in a PO.

**2. Performance of Work** LTC will perform the Work as an independent contractor, using methods, materials, equipment, and/or related intellectual property owned, controlled or licensed by LTC or its affiliates, including, but not limited to, data, and/or work product produced by LTC, whether or not using Client Materials, that contain or consist of recombinant antibodies and/or cell lines or vectors that contain DNA that encodes for specific recombinant rabbit antibodies, as a direct result of the Work (collectively “LTC Technology”). Client may supply materials to LTC to use in the performance of the Work as set forth in the SOW (“Client Materials”). LTC will provide Client with data and/or work product produced by LTC, whether or not using Client Materials, as a direct result of the Work as specified in the SOW (collectively “Deliverables”). LTC will make a good faith effort to start and complete all Work on time, and will notify Client if substantial delays are likely. LTC will comply with all laws and regulations generally applicable to Work, and with any specific regulatory framework agreed in the SOW. The Work is not performed and the Deliverables are not produced in accordance with United States Food and Drug Administration good manufacturing practices or good laboratory practices or in accordance with any other similar laws or regulations in other jurisdictions. LTC may delegate performance of the Work, or portion thereof, to an affiliate or authorized subcontractor, provided that all Work will be performed in accordance with the Custom Agreement. Performance of Work hereunder is conditioned on Client’s acceptance of the Terms and Conditions and the SOW, whether by execution of the SOW, a contract, or a PO that references the SOW. In the event of a conflict of terms, these Terms and Conditions take precedence over the SOW, and any written contract signed by both parties takes precedence over either, inconsistent terms of a PO will not apply unless LTC has agreed to them in writing.

**3. Client Materials** Client will provide LTC with Client Materials specified in the SOW, in compliance with applicable laws and regulations and in sufficient amounts, as well as relevant safety information and other characteristics of Client Materials needed by LTC to perform the Work, including without limitation any certification or documentation of Client Materials reasonably requested by LTC. The Client Materials, and all information about Client Materials, whether provided by Client or generated by LTC in the performance of Work, will be subject to the confidentiality and non-use requirements of Section 10. LTC will use Client Materials and Client Confidential Information only in accordance with the SOW, and will not modify nor reverse engineer Client Materials except as agreed therein. Unless otherwise specified in the SOW or agreed in writing, any Client Materials not consumed in the Work or required for additional Work will be destroyed after six months. LTC will not transfer Client Materials, in whole or in part, to any third party, other than a subcontractor or affiliate for purposes of performing the Work, without Client’s prior written approval.

**4. Custom Antibody Services Minimum Titer** For custom-rabbit-antibody services provided by LTC as part of the Work, the antibody will reach a minimum titer of 1:50,000 by LTC’s indirect ELISA assay if: (1) LTC designed and produced the peptides used for immunization; (2) the design criteria do not contain Client mandated limitations, including but not limited to, cross-reactivity requirements and narrowed-protein-sequence region; and (3) the antibodies are generated in rabbits. If the antibody does not reach the minimum titer and all the above criteria are met, LTC will, at its option, either boost 1 animal for up to 2 months free of charge or alter the carrier or antigen to boost 1 animal for up to 2 months free of charge. Once one animal reaches the minimum titer of 1:50,000, LTC’s obligation is met. If a 1:50,000 titer cannot reasonably be achieved, LTC will provide Client with one free custom rabbit antibody service to be ordered by Client within 1 year from the original Work order date.

**5. Animal Disposition** After LTC completes any custom-antibody service as part of the Work, Client will have 13 calendar days to evaluate the antibody Deliverable and to instruct LTC on whether (1) Client would like to purchase additional services and have LTC retain the animal needed to perform the additional services, or (2) Client will not purchase additional services and request LTC to dispose of the animals used to perform the Work. If LTC does not receive any said instructions from Client in said 13 calendar day time period, LTC will, at its option and Client’s expense, either (1) place the animals used to perform the Work on hold and charge Client daily maintenance fees according to LTC’s then-current fee schedule, or (2) schedule the animals for termination. LTC will send Client an invoice for accrued charges and Client must pay LTC within 30 days after the date of the respective invoice. Client must pay those fees before LTC will provide additional products or services.

**6. Use Limitations** Client agrees to use Deliverables only for Client’s lawful internal research purposes, not for use in humans, and in accordance with any Limited Use Label License (LULL) identified in the SOW and in accordance with these Terms and Conditions and all applicable laws and regulations. Deliverables will not be transferred to or commercially used by or for any third party, regardless of whether said transfer or commercial use of Deliverables is for research purposes of Client. The research use limitation, however, will not preclude Client’s use of Deliverables in its lawful research and development of commercial products or services, provided that said product or service does not require the practice of LTC Technology. Where more than one LULL is applicable, the most restrictive LULL will apply, and these Terms and Conditions take precedence over any less restrictive LULL. Without limiting the foregoing, Client will not directly or indirectly furnish Deliverables or information provided hereunder to any entity, or destination, or for any use, except in full accordance with all applicable laws and regulations, including without limitation export control and trade sanctions laws and regulations of the United States.

**7. Payments** Client will pay LTC for the Work within 30 days after the date of the respective invoice(s), which will be sent to Client upon completion of the Work (or portion thereof), according to the payment schedule and currency specified in the SOW. If Client defaults on any payment when due, LTC, at its option and without prejudice to its other lawful remedies, may delay performance, defer delivery, charge interest

on undisputed amounts owed, and/or terminate the Custom Agreement.

8. **Ownership, Intellectual Property.** As between the parties, Client will be the exclusive owner of (i) Client Confidential Information, (ii) Client Materials, (iii) Deliverables excluding RRA Deliverables, (iv) any derivatives or modifications of Client Materials, excluding LTC Technology and RRA Deliverables, that are generated by LTC as a direct result of the Work, and (v) any inventions and/or discoveries, excluding LTC Technology and RRA Deliverables, that directly result from the performance of the Work and that directly relate to Client Materials, whether or not copyrightable or patentable ((i)-(iv) collectively, the "Client Inventions"). "RRA Deliverables" means any Deliverables that are recombinant rabbit antibodies produced by LTC, whether or not using Client Materials, through the use of LTC Technology. As between the parties, LTC will be the exclusive owner of RRA Deliverables and LTC Technology and any improvements or modifications thereof, whether developed before or during the performance of the Work. Client will not, by virtue of the Work performed hereunder, obtain any license or other rights in any LTC Technology to (a) use Deliverables other than as set forth in Section 6, (b) independently recreate the Deliverables or any materials that are proprietary to LTC, even if used to perform the Work; and/or (c) sell or otherwise use the Deliverables for commercial purposes whether or not commercialized for research use; unless expressly agreed in a separate written contract between the parties. LTC will own its laboratory notebooks or other records maintained with respect to the Work; provided, however, that if said notebooks or records contain any confidential information of Client, said confidential information will continue to be the property of Client, and the parts of the notebooks and records that contain Client confidential information will be subject to LTC's obligations of nonuse and confidentiality as set forth in Section 10.

9. **Non-Exclusivity.** Unless expressly agreed in writing, all Work is provided on a non-exclusive basis, and LTC reserves all rights for itself and its affiliates to provide third parties with deliverables that are identical or similar to Deliverables, provided that LTC will not use any Client Materials or information received from Client to perform Work for any third party. Notwithstanding anything else in the Terms and Conditions, where LTC performs the Work without reliance on Client Materials or confidential information received from Client, LTC reserves all rights to commercialize said Work.

10. **Confidentiality.** "Confidential Information" means any and all information and materials disclosed by one party to the other party that is (i) marked "confidential" or otherwise identified in writing as confidential or proprietary at the time of disclosure, or (ii) or if not so marked, is understood by a reasonable receiving party from the context of disclosure or from the information itself, to be confidential. Each party will (i) use Confidential Information of the other party only to the extent necessary to perform the Custom Agreement, and (ii) not disclose Confidential Information of the other party to any person other than those persons under its direction who require said Confidential Information in order to perform the Custom Agreement and who have agreed to confidentiality obligation as stringent as those set forth herein. Each party will protect the Confidential Information or materials of the other party by using the same degree of care as said party uses to protect its own Confidential Information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party will have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency; and/or (e) is independently developed by or for the recipient party.

11. **Limited Warranty.** (1) LTC's sole warranty for the performance of Work is that the Work will be performed using due care in accordance with (a) the Custom Agreement, including the respective SOW(s) and (b) laws, regulations and generally prevailing industry standards applicable to said Work. LTC does not warrant or represent that the results of the Work, including the Deliverables, will produce scientifically successful results or will be acceptable to any regulatory agency to which they are presented or that they will advance the interests of Client. If Client believes that LTC, in breach of its limited warranty, has made a material error in the Work that renders the results of said Work invalid, Client must notify LTC of said error in writing, within one month after receipt of the final Deliverable for said Work; and as Client's sole remedy for said error, LTC will either (i) repeat the particular Work at LTC's own expense or (ii) refund to Client the fees actually paid for the particular Work giving rise to the breach of warranty.

(2) THE WARRANTY SET FORTH IN THIS SECTION 11 IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE WORK, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LTC WILL NOT BE LIABLE HEREUNDER, UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF LTC HAD NOTICE OF THE POSSIBILITY THEREOF. LTC'S LIABILITY TO CLIENT FOR BREACH OF ANY PROVISION OF THE CUSTOM AGREEMENT (OTHER THAN BREACH OF THE WARRANTY IN THIS SECTION 11 FOR WHICH LIABILITY IS LIMITED TO RE-PERFORMANCE OR REFUND AS SPECIFIED HEREIN) WILL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE TO BE PAID FOR THE APPLICABLE WORK.

12. **Indemnification.** Except to the extent caused by the willful misconduct of LTC, Client will indemnify and hold harmless LTC, its affiliates and their respective officers, directors, employees and agents ("LTC Indemnified Parties") from and against any and all losses, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) incurred by any of LTC Indemnified Parties in connection with any claims, demands, or actions asserted by a third party arising out of or based on (a) Client Materials or use thereof in performance of the Work as specified in the SOW; (b) Client's use of the Deliverables; (c) the manufacture, sale, use (or misuse), and possession of any product or service of based in whole or part on Client's reliance on Deliverables, or any portion or derivative thereof; (d) the manufacture or sale of a Deliverable by LTC for Client pursuant to instructions, specifications, methods, and directions provided by Client and/or using Client Materials; and/or (e) Client's breach of this Agreement or its negligence or willful misconduct.

13. **Changes, Termination.** Changes to the Work must be agreed by both parties in writing, and may require changes in the fees or timelines. LTC may terminate the Custom Agreement if (a) Client breaches any material provision of the Custom Agreement and fails to remedy the breach to the satisfaction of LTC within 15 days after written notice thereof; (b) LTC is unable to obtain third party materials or technology specified in the SOW, for reasons beyond LTC's reasonable control; (c) LTC determines that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Work, or (d) Client is or is deemed by law to be unable to pay its debts or perform its obligations under the Custom Agreement. Client will have the right to terminate any SOW upon 30 days prior written notice to LTC. Termination of Work in

progress will result in a partial charge commensurate with the percentage of Work completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW.

14. **Miscellaneous.** This Custom Agreement may not be assigned without the consent of the other party, except that each party may assign the Custom Agreement to an affiliate or to any other party to whom it transfers the business and assets related to this Custom Agreement, provided that said assignee assumes all the rights and obligations of its assignor. The Custom Agreement will be governed by the laws of the state of Delaware, USA for said portion of Work performed in the United States and by the laws of England and Wales for said portion of Work performed outside the United States, except that matters pertaining to patents and other intellectual property rights will be governed by the laws of the jurisdiction in which said intellectual property rights exist. The Custom Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If Client is a US government agency, POs > \$3000 will be subject to commercial item acquisition under 48 C.F.R. (FAR) Part 12 and these Terms and Conditions will apply, supplemented only by the mandatory provisions of FAR 52.212-4 and 52.212-5 pursuant to FAR 12.302(b). If Client is a prime contractor to a US government agency and this agreement constitutes a subcontract under the FAR, then these Terms and Conditions will apply, supplemented only by the minimum mandatory FAR flow-down clauses for commercial item subcontracts at 52.212-5(e) or 52.244-6. If any part of these Terms and Conditions is found to be legally unenforceable, the remaining clauses of these Terms and Conditions will be unimpaired, and the parties will in good faith negotiate an enforceable provision that most closely achieves the objectives of the unenforceable provision. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to natural disasters or other force majeure causes beyond its reasonable control. Neither party will use the name of the other party or of its employees in any promotion or publication without prior written consent of said other party. No waiver by either party of any breach hereof will constitute a waiver of any other breach thereof.