

# BIO-RAD LABORATORIES, INC.

## STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale set forth the terms and conditions that apply to all sales of goods and services by means of a purchase order or other written order ("PO") received by Bio-Rad Laboratories, Inc. or an affiliate in its global group of companies ("Bio-Rad") to the entity identified in the PO as the buyer ("Buyer"). The terms and conditions included with Bio-Rad's written quotation (if any) ("Quotation") and acknowledgement of the PO or invoice with shipment ("Invoice") are incorporated herein by reference, and such terms and conditions together with these Standard Terms and Conditions of Sale and including any written contract between the parties are referred to herein as the "Agreement." Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the terms of the Quotation, PO, Invoice or these Standard Terms and Conditions of Sale. The Agreement is formed between the Bio-Rad entity listed on the Quotation or Invoice and Buyer when the Buyer receives confirmation that Bio-Rad has accepted the PO.

**1. Agreement.** Bio-Rad or its affiliate shall provide the products ("Goods" or "Products") and perform the services ("Services") described in a Quotation in accordance with the terms and conditions of this Agreement. By submitting a PO, accepting shipment of Goods or the commencement of the performance of Services, Buyer shall be bound by the provisions of this Agreement, whether Buyer acknowledges or otherwise signs this Agreement or the Invoice, unless Buyer expressly objects to such terms in writing prior to accepting the Goods or commencing the performance of Services. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized Bio-Rad representative. Bio-Rad shall not be bound by any different or additional terms or conditions (a) contained in any POs, pre-printed forms, online agreements, or in any other documents or communications issued by Buyer, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Bio-Rad. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void, without the need for Bio-Rad to expressly reject such terms. To the extent that an Invoice might be treated as an acceptance of Buyer's PO, such acceptance is expressly made on condition of assent by Buyer to the terms and conditions of this Agreement, and Buyer's acceptance of the shipment of the Goods or commencement of the performance of Services shall constitute such assent. Any supplemental terms, such as label licenses or field restrictions included with the sale of goods or services hereunder, shall be in addition to, and if in conflict, shall take precedence over the conflicting terms of this Agreement.

**2. Changes.** Bio-Rad may at any time make changes in the specifications, designs, drawings, samples, qualities, prices, terms, conditions, requirements or descriptions to which the Goods or Services are to conform. Bio-Rad shall not be bound by the descriptions or specifications of the Goods or Services, or any other information contained in, any advertisement, publication, booklets or pamphlets of Bio-Rad. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the Agreement, then Bio-Rad and Buyer shall discuss in good faith whether a written modification should be made to the Agreement to adjust the price or delivery schedule, or both. Any claim by Buyer for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Bio-Rad. Nothing in this clause shall excuse Buyer from proceeding without delay to perform the PO as changed.

**3. Cancellations.** A PO constitutes a firm offer and may not be revoked or cancelled at any time. Bio-Rad hereby reserves the right to reschedule any delivery or cancel any PO issued at any time and Bio-Rad shall not be subject to any charges or other fees as a result of such cancellation.

**4. Shipment.** All Goods shall be suitably packed in Bio-Rad's standard shipment packaging, marked, and shipped in accordance with Bio-Rad's applicable specifications (or if no specifications are provided, in accordance with reasonable commercial practices) using a carrier of Bio-Rad's choice. Goods may be shipped, depending on lead time and availability, in installments. Each installment shall be invoiced and considered a separate sale. Unless otherwise agreed, Bio-Rad shall clear any imported Goods at the point of import and pay all relevant duties. Delivery terms (Incoterms 2020) shall be set forth in any Quotation.

**5. Delivery.** Bio-Rad shall make a commercially reasonable attempt to deliver the Goods at the time stated in the order confirmation (when applicable) but such dates are estimates only and are not guaranteed. Such dates shall not constitute a term or condition of the Agreement between Bio-Rad and Buyer. Bio-Rad accepts no liability whatsoever to meet such dates and such failure shall not entitle Buyer to repudiate or cancel a PO. If Bio-Rad delivers any Goods in quantities that are less than the quantities specified in the PO, Buyer shall notify Bio-Rad of the discrepancy and Bio-Rad shall deliver the confirmed missing allotment of Goods. If Bio-Rad delivers any Goods in quantities in excess of the quantities specified in the PO, Buyer shall return the amount of the overshipment to Bio-Rad or notify Bio-Rad of intention to retain such overshipment. Buyer shall pay for those quantities of Goods actually accepted by Buyer.

**6. Inspection.** Buyer shall immediately inspect all deliveries for damage upon receipt and if any damage is noticed, Buyer shall accept the shipment only after the driver has noted the damage on both carrier's and Buyer's copies of the delivery receipt. Buyer shall promptly inspect all shipments for concealed shipping damage, defects, or shortages, and notify Bio-Rad of any such damage, defect, or shortage. Buyer's failure to notify Bio-Rad within seven (7) days of delivery (or Buyer's non-receipt of the Goods in the case of non-delivery) of defects or shortages reasonably discoverable upon inspection will be a waiver of any right to make any claim relating to the defective or missing Goods, including, without limitation, under the warranty set forth herein.

**7. Acceptance.** [Unless otherwise agreed in writing by the parties, or as required by law, acceptance shall be deemed to be effected seven (7) days after the date of delivery or installation of the Products or the performance of the Services.] No Goods returns will be accepted without the prior approval of Bio-Rad. All claims must be received within 7 days following receipt of the Goods. Buyer must obtain a return authorization number and return the Goods by the specified courier following the approved temperature guidelines. The Goods must be returned in original condition. Bio-Rad reserves the right to charge a restocking fee for conforming Goods.

**8. Prices and Payment.** All prices for the purchase of Products or Services from Bio-Rad are in the currency stated on the Invoice and are exclusive of all taxes, excises, freight and insurance. Buyer shall be liable for such taxes, excises, freight and insurance and these will appear as a separate item on Bio-Rad's invoice. If no price is stated, the price shall be Bio-Rad's then current published price applicable in the country where the Buyer is located. Prices do not include installation and training, unless otherwise stipulated in writing. Payment shall be made as set forth in the Quotation or invoice (and in no event more than thirty (30) days from date of Invoice). In the event of a reasonable dispute, Bio-Rad may, in its sole discretion, stay enforcement of collections beyond thirty (30) days. Bio-Rad may change the terms of credit provided in its sole discretion, or deny the extension of credit altogether.

**9. Overdue Accounts.** If Bio-Rad incurs legal and/or collection agent costs in relation to Buyer's overdue account, then Bio-Rad has the right to charge such costs to the Buyer's account. In addition to these costs, Bio-Rad may charge interest on overdue accounts at the rate of 1.5% per month or 18% per annum, or such lower amount as required by law, from the date at which the account becomes overdue.

**10. Limited License.** Subject to the Agreement, and to the terms and conditions of any license provided by Bio-Rad that is specific to a particular product (which shall govern with respect to such product in the event of conflict with the terms herein), Bio-Rad hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Good(s) provided to Buyer by Bio-Rad only in accordance with the written published manuals and instructions provided by Bio-Rad. Buyer understands and agrees that except as expressly set forth in this Agreement (or in the Bio-Rad-provide license specific to a particular Good), no right or license to any patent or other intellectual property owned or licensable by Bio-Rad is conveyed or implied by this Agreement. In particular, no right or license is conveyed or implied to use any Goods provided hereunder in combination with a product not provided, licensed or specifically recommended by Bio-Rad for such use. This limited license only permits the Buyer to use the Goods in accordance with local laws and regulations in Buyer's normal course of business.

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- a. **Special Licensing Terms for Bio-Rad Digital PCR and Single-Cell NGS Sample Preparation Products.** Purchase of Digital PCR and Single-Cell NGS Sample Preparation products from Bio-Rad Laboratories includes a limited, non-transferable right under our intellectual property for you to use the products in accordance with the product documentation and instructions for use. Unless we expressly state otherwise in additional Terms and Conditions, no rights are granted for you to distribute or resell the products. Development of commercial products, or the sale of products for use on Bio-Rad's Digital PCR and Single-Cell NGS Sample Preparation portfolio of products, requires an additional commercial license from Bio-Rad. Information concerning a license for such uses can be obtained from Bio-Rad Laboratories. It is the responsibility of the purchaser/end user to acquire any additional intellectual property rights that may be required. The Bio-Rad Digital PCR Systems and/or their use is covered by claims of U.S. patents, and/or pending U.S. and non-U.S. patent applications owned by or under license to Bio-Rad Laboratories, Inc., including, but not limited to, U.S. Patent Nos. 9,089,844; 9,126,160; 9,216,392; 9,347,059; 9,500,664; 9,562,837; 9,636,682; 9,649,635; and 9,896,722.
11. **Products Marketed for Research Use Only.** Products marketed by Bio-Rad for research use only do not have the approval or clearance of the U.S. Food and Drug Administration ("FDA") and/or any other applicable regulatory authority, clearance or registration for in vitro diagnostic ("IVD") use. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use, such Goods in any manner requiring FDA or other regulatory approval, clearance or registration relating to IVD use.
12. **Use Restrictions.** Buyer is not licensed to, and agrees not to: (a) resell, transfer, or distribute any Bio-Rad-supplied Goods, directly or indirectly to any third party for any purpose or use, unless otherwise authorized by Bio-Rad in writing. Buyer also agrees not to re-export Products from the country or region in which Products were originally purchased.
13. **Warranty.** The warranty provided hereunder is only applicable to the Buyer. No third party claims will be honored.
- Instruments and other non-consumable Goods are typically warranted against defects in materials and workmanship for twelve (12) months from the date of delivery; actual warranty period appear on the packaging inserts or on the Invoice ("Warranty Period"). If Bio-Rad receives notice of defects during the Warranty Period, Bio-Rad shall, at its sole discretion, either repair or replace such Goods which prove to be defective and not caused by the exclusions stated in "Warranty Exclusions" below.
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- b. Consumable (reagents, chemicals, biologics, etc.) Goods are warranted for the stated expiration date of such Goods.
- c. Non-consumable spare parts purchased by Buyer carry a three (3) months warranty.
- Buyer agrees to provide full access to its premises for the purpose of installation or repair, and guarantees that all instruments and work areas that are in contact with biohazardous or hazardous materials are decontaminated prior to service intervention or return of Goods to Bio-Rad for service.
- e. Buyer will promptly notify Bio-Rad of any change in location to installed Goods during the warranty period.
14. **Warranty Exclusions.** Unless otherwise required by law, the warranties provided above do not include:
- Damages caused by normal wear and tear, spillage, improper use, storage or handling, or neglect.
  - b. Damages caused by accident and disaster which will include, but not be limited to, fire, flood, water, wind, and electrical surge.
  - c. Goods which have been repaired, altered or modified in any way or parts which have been replaced by Buyer or any other person or persons (other than those employed by Bio-Rad) without the prior written consent of Bio-Rad.
  - d. Any Goods sold as refurbished, reconditioned or used.
  - e. Any Goods designated by Bio-Rad as being in contact with sample or reagent streams or as consumable items (such as lamps or platinum wire) which are subject to normal wear and tear and should be replaced by Buyer in the normal course.
  - f. Any Goods sold through an unauthorized reseller.
  - g. Any Goods used in a country or associated region different from the country or associated region in which the Goods were sold to Buyer.
  - h. Any Goods not used in accordance to Bio-Rad's published documentation.
  - i. Non Bio-Rad products supplied; these carry the warranty of the supplier or manufacturer and Bio-Rad makes no claims regarding support of those products but will make reasonable attempts to transfer the warranty to Buyer.
15. **Additional Exclusions.** Unless otherwise stated in a written agreement between Bio-Rad and Buyer, under no circumstances will this Agreement include an extended warranty, any free Goods or services provided to Buyer, any option for the future purchase of Goods or Services by Buyer, an automatic renewal of the Agreement, any performance guarantees, future performance obligations for providing Goods, Service or parts, any rebate, any performance discount, an interface or other allowance, or payment terms set forth in Section 8.
16. **NO OTHER WARRANTIES. THE WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO BIO-RAD'S GOODS AND SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A SPECIFIC PURPOSE (WHETHER ARISING FROM STATUTE, OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE). THIS WARRANTY IS NOT TRANSFERABLE FROM THE ORIGINAL PURCHASER TO A SUBSEQUENT OWNER. FURTHER, BIO-RAD IS NOT LIABLE IN CASES OF DELIBERATE, NEGLIGENT OR ACCIDENTAL MISUSE OF THE GOODS, USE WITH INAPPROPRIATE REAGENTS OR CONSUMABLES, DAMAGE CAUSED BY DISASTER, REPAIR OR MODIFICATIONS DONE BY ANYONE OTHER THAN BIO-RAD. BIO-RAD DOES NOT WARRANT THAT THE GOODS OR SERVICES WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS. BIO-RAD'S TOTAL LIABILITY FOR BREACH OF THESE WARRANTIES SHALL BE LIMITED TO THE GROSS PURCHASE PRICE (OR ANNUAL SERVICE FEE) OF THE RELEVANT PURCHASE ORDER UNDER WHICH THE ACTIVITY GIVING RISE TO LIABILITY ARISES. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) UNDER ANY THEORY OF LIABILITY HEREUNDER.**