
1. **Entire Agreement:**

- a. The terms and conditions herein constitute the entire agreement between the parties (buyer and seller) and no other promises or agreements shall be of any force or effect unless otherwise put in writing and signed by both parties. These terms and conditions may be amended at any time.

2. **Acceptance of Terms and Conditions:**

- a. A purchase order submitted by email or telephone constitutes a contractual agreement with Oligo Factory to provide the Product quoted, for the purchase price quoted, and an acceptance of the Term and Conditions described herein.
- b. In the event of a conflict between the following Terms and Conditions and different terms agreed to by Oligo Factory and Buyer in a signed written contract, the terms and conditions of the signed written contract shall prevail.

3. **Definitions:**

- a. **Seller:** Oligo Factory Inc.
- b. **Buyer:** The person(s), company, corporation, third party representative issuing a purchase order for the seller's product, or customers of the buyer.
- c. **Product(s):** The goods, services, material, and/or items delivered.
 - i. **Research Use Only (RUO) Product(s):** product manufactured by Seller under an ISO 9001:2015 QMS
 - ii. **GMP Product(s):** product manufactured by Seller under an ISO 13485:2016, and/or FDA GMP ICH Q7 and 21 CFR 820 compliance QMS.
- d. **Services:** The oligo manufacturing services, including without limitation any process development, product development, method transfer, analytical QC or other services provided by Seller in relation to the Product.
- e. **Quotation:** Any written estimate, quotation, or proposal from Seller that is agreed to by the parties.
- f. **Contract:** The terms as agreed to by the parties, together with the Quotation for custom product(s) by the Seller along with the Purchase Order or order confirmation by the Buyer.

4. **Prices:**

- a. Unless explicitly stated otherwise, all prices are quoted in US Dollars (USD)

5. **Placing Orders:**

- a. Orders may be placed by telephone or email. Orders placed verbally or by electronic transmission shall only become legally binding if they have been confirmed by Seller in writing.

6. **Right of Refusal:**

- a. Seller reserves the right not to fulfill an order in part or in its entirety for any reason including but not limited to items not consistent with minimum Seller quality standards, intellectual property concerns, failure of supplier, delinquent buyer account, etc.

7. **Order Cancellation:**

- a. Canceled orders are subject to a cancellation charge based on the schedule below, plus the cost of non-standard materials used and purchased for the production of your order.
 - i. Cancellation Charge Post Procurement – 25% of order
 - ii. Cancellation Charge Post Synthesis – 50% of order
 - iii. Cancellation Charge Post Purification – Non-Cancelable

8. **Payment:**

- a. Payment terms shall be 30 days after shipment without deduction, subject to credit review. In the case of a new business relationship or for other reasons, Seller reserves the right to change the terms of payment to payment in full or in part in advance of shipment.
- b. Late Payment and interest: Seller reserves the right to charge a monthly \$50 late fee and accrue interest at a rate of 1.5% per month, or the maximum allowable by law, to outstanding invoices beyond 30 days of shipment. Buyer is responsible for collection costs on past due accounts.

9. **Shipping:**

- a. The Buyer is responsible for all shipping charges, taxes, VAT, duties, customs brokerage fees, fuel, fuel surcharges, storage, insurance, and any other cost associated with transporting the product from Seller to the destination.

10. **Title and Risk of Loss:**

- a. Title and risk of loss passes to Buyer when Seller delivers Product to the carrier at the FOB Point.

11. **Export:**

- a. Seller's products are subject to US export laws, rules, treaties, regulations, and international agreements. All recipients assume the responsibility of abiding by the US export laws, rules, treaties, regulations, and international agreements along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, diverting, or otherwise disposing of Seller Product.

12. **Warranty and Indemnity:**

- a. **Warranty:** Seller warrants that its products shall conform to the purity, identity and content according to the specifications provided by Buyer and provided to Buyer in Certificate of Analysis at the time of shipment. The risks as to the performance of these products are assumed by the Buyer, and Seller makes no representation or warranty that the products are fit for Buyer's intended use of the same.
 - i. The Buyer shall inspect visually and test the product immediately upon receipt to determine whether the condition and quantity of the product conforms to the applicable contractual agreement. Complaints in respect of deficiencies which are detected at the time of testing of the product must be lodged within 30 days and as soon as reasonably possible after receipt of the product. The complaint shall be submitted in writing with detailed proof of non-conformity, naming specifically the product, the lot number and the invoice number.
 - ii. For any valid warranty claims timely made in Seller's determination, Seller shall, at its sole discretion, either replace the defective Product, or

provide Buyer with a credit for the Price paid for such defective Product that have been returned to Seller. For any valid claims timely made with respect to any Services, Seller shall, at its sole discretion, either re-perform the Services or refund to Buyer the price charged for such Services. The foregoing states the total liability of Seller for any breach of warranty hereunder.

- iii. For avoidance of doubt, the warranty set out above does not cover any defects or damage resulting from any of the following:
 - 1. neglect, carelessness, or misuse of any Product including without limitation any use which is not in accordance with the documentation or the Contract, or improper or inadequate handling, storage and maintenance of the Product;
 - 2. manufacture of Product in accordance with custom specifications provided by the Buyer;
 - 3. any services of third parties purchased through Seller (such as third party Endotoxin testing services, that may be governed by the third party service provider's own terms);
 - 4. any events, circumstances or causes beyond Seller's reasonable control, including without limitation any acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, tornado, earthquake, hurricane, lightning.
- b. **Buyer Indemnity:** Other than as arising from a material breach of the Contract by Seller, Buyer shall:
 - i. fully indemnify Seller and Seller's Personnel against any loss, damage or injury (including injury resulting in death) to property or persons sustained by:
 - 1. Seller and Seller's Personnel
 - 2. the Buyer and Buyer's Personnel, and
 - 3. any third party, where such loss, damage or injury arising from or in connection with, Seller's use of the Buyer Materials, the failure of Buyer to comply with the Contract or any negligent act or omission of the Buyer or the Buyer's Personnel; and

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- ii. fully indemnify Seller against all damages, costs, expenses (including professional fees) and losses suffered or incurred by Seller as a result of, or in connection with any third party claim brought against Seller arising from or in connection with death, injury, damage or loss occasioned by the use made of the Product or Services, including without limitation any use of Goods in breach of the Contract, any Report or other information or advice of Seller.

 - c. EXCEPT WHERE EXPRESSLY STATED IN THIS CLAUSE 5, ALL PRODUCT(S), SERVICES AND ANY OTHER ITEMS DELIVERED UNDER THE CONTRACT ARE PROVIDED ON AN "AS IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT), WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, USAGE OR TRADE, AS TO THE PRODUCT(S), SERVICES OR ANY OTHER ITEMS DELIVERED UNDER THE CONTRACT ARE HEREBY EXPRESSLY DISCLAIMED.

13. Limitation of Liability:

- a. In no event shall Seller be liable for indirect, incidental, special, or consequential damages, or damages of any kind incurred by the Buyer or any third party, resulting from any use or misuse or failure of the Product(s), even if the seller or any other person has been advised of the possibility of such damage, including, without limitation, liability for loss of use, loss of work, loss of work in progress, loss or revenue or profit, any liability of buyer to a third party, or any other damage or loss occasioned by such product including personal injury or property damage, unless such personal injury or property damage is caused by seller's gross negligence. In no event shall Seller's liability for damages hereunder exceed the amount paid by the buyer for the product giving rise to the liability.

14. No Design Input:

- a. The Parties hereto acknowledge that Buyer, and not Seller, designed and developed all Products for their use or potential use in any and all types of applications.

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- b. Buyer acknowledges that Seller's obligations and responsibilities with respect to the performance of Products are expressly limited to Seller manufacturing Seller Products in compliance in all material respects with the specifications incorporated and referred to herein, and all laws, rules, and regulations applicable to the manufacture and shipment of Seller Products. Subject to the limited warranty provided by Seller herein, Buyer accepts sole and absolute responsibility for any finished product design involving Seller's Products, including responsibility for satisfying any and all regulatory obligations that may apply based on the application for which the Buyer offers the finished Products.

15. Restrictions on Use

- a. **Research Use Only (RUO) Product(s)**: Unless otherwise indicated, Seller Products are manufactured and sold for Buyer's laboratory and research purposes only. Buyer takes full responsibility for knowing and adhering to the limitations of Research Use Only Products.
- b. **GMP Product(s)**: Buyer is solely responsible for all decisions regarding the use of Seller Products manufactured under Seller's ISO 13485: 2016, and/or FDA GMP ICH Q7 and 21 CFR 820 compliant QMS and their suitability for the field of use, manner and application for which such products are intended.
- c. **Patent and Infringement Disclaimer**:
 - i. Seller does not warrant that the use of the Product delivered will not infringe the claims of any US or other patents covering the product itself or the use thereof. Buyer agrees to engage only in exempted uses, and to comply with all applicable intellectual property laws and/or regulations.
- d. Buyer may contract manufacturing of Products with Seller that have not received clearance or approval by the United States Food and Drug Administration ("FDA") or any other worldwide regulatory agency as cleared or approved medical devices.
- e. Buyer further acknowledges that the Products have not been tested or validated for any particular use or purpose or for safety or effectiveness. It is Buyer's responsibility to take any actions necessary for any specific use or

applications. Seller Products are not sold (and have not been approved) for use in any clinical, diagnostic, or therapeutic applications.

- f. Buyer agrees to not use or allow others to use Products for clinical diagnostic or therapeutic purposes, unless and until Buyer has satisfied any and all regulatory obligations that are associated with the development and sale of a finished product and Buyer further agrees to accept sole responsibility for all consequences arising out of Buyer or end users' use of the finished products.
- g. Obtaining any license(s) or other approvals necessary to use Products in proprietary applications or in any non-research (e.g., clinical) applications is the Buyer's exclusive responsibility.
- h. Seller will not be responsible or liable for any losses, costs, expenses, or any other forms of liability arising out of the unauthorized or unlicensed use of Seller Products. By using any Seller Product for any purpose, Buyers and users of Seller Products agree to indemnify and hold Seller harmless for any and all damages and/or liability, however characterized, related to the unauthorized or unlicensed use of Seller Products. Under no circumstances shall Seller be liable for any consequential damages resulting from any use (approved or otherwise) of Seller Products.

16. **Confidentiality:**

- a. Both parties shall use reasonable endeavors to keep confidential for a period of two (2) years from the acceptance date of the corresponding Product or Services any confidential information (oral or written) provided or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, which was independently developed, or which is required to be disclosed in order to comply with any applicable law, regulation, or court order.

17. **Electronic Communication:**

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- a. The Buyer agrees that Seller regularly uses electronic means (e.g. internet or e-mail) for communication with the Buyer or with third parties with whom Seller corresponds in connection with the Buyer's order. The transmission of information via electronic means involves certain security risks (e.g. computer viruses, Trojans, phishing, etc.). Buyer agrees that Seller shall not be liable for (a) late or non-receipt of electronic communications or (b) information transmitted electronically or altered by unauthorized third parties or (c) disclosure of information to third parties if such disclosure occurred as a result of unauthorized and unnoticed interference with electronic communications by third parties.
 - b. The Buyer undertakes to take reasonable measures to verify the authenticity of e-mails and electronic communications. If there is any doubt as to their authenticity, the Buyer shall contact Seller to confirm the authenticity and shall not open any attachments or transmit any information or payments electronically until all concerns have been resolved. Furthermore, if Buyer is requested to transmit money using wire instructions or bank account information that is different from prior electronic transmittals of funds, Buyer shall confirm the authenticity of such new information. Clarification should be made by using our official telephone number.

18. Termination

- a. Either party may terminate the Contract upon notice for the material breach of the other party where such breach has not been cured after thirty (30) days' written notice to the breaching party.
- b. Each party also has the right to terminate the Contract immediately by notice in writing if the other party:
 - i. has admitted in writing that it is unable to pay its debts; or
 - ii. is subject to a receiver or other third party being appointed over or taking or attempting to take possession of any of the party's assets.

19. Force Majeure:

- a. Seller will not be responsible or liable for any delay in delivery Product or cancellation, if caused by any act of God, fire, flood, war, or failure of third parties to perform their obligations.

20. Severability:

- a. If any provision of these Terms and Conditions is held invalid, illegal, inapplicable, or unenforceable, the remainder of these Terms and Conditions shall remain in force and in effect.