

Yorkshire Bioscience Ltd Terms and Conditions

Standard Terms & Conditions

- 1. Agreement.** These are the Standard Terms and Conditions (“Terms”) under which brands in Yorkshire Bioscience Ltd protein sciences segment sell their products and services (each a “Product” and collectively, the “Products”). A Purchaser will be subject to these Terms regardless of what method is used to submit its offer to purchase Products (“Order”). Some of Yorkshire Bioscience Ltd Products are subject to intellectual property licenses, software licenses, or other contract terms that Purchaser will not find here (“Supplementary Terms”). If such Supplementary Terms exist for the Products being purchased, they will be found in a quotation, order acknowledgment, Product insert, or written agreement that accompanies or is associated with the Products. If Purchaser is uncertain if any Supplementary Terms exist for Products, Purchaser should contact Yorkshire Bioscience Ltd Customer Service. The Order, these Terms, and Supplementary Terms (if any) are sometimes collectively and individually referred to herein as the Agreement (“Agreement”).

Purchase and Sale. Yorkshire Bioscience Ltd shall sell to Purchaser, and Purchaser shall accept and pay for, all Products ordered by Purchaser pursuant to an Order that has been accepted by Yorkshire Bioscience Ltd. All Orders are subject to acceptance by Yorkshire Bioscience Ltd either in writing or by shipping Products. Yorkshire Bioscience Ltd may accept any Order in whole or in part.

Purchaser acknowledges that any software programs included in the Products (the “Software”) are licensed to Purchaser under the terms and conditions of the click-through license agreement provided with the Software and that title to the Software (or any copies thereof) is not transferred to Purchaser. As used herein, the term “sale” or “sold” in connection with the Software means sale of a license to use the Software.

- 2. Transfer Prohibited.** In the absence of an express written agreement to the contrary, (a) the purchase of a Product only conveys the nontransferable right to use the purchased Product in compliance with these Terms and any applicable Supplementary Terms; and (b) all Products are sold by Yorkshire Bioscience Ltd for the exclusive use of the Purchaser, and Purchaser has no right to resell, transfer, or convey to any other party, in whole or in part, any Products purchased hereunder. Without limiting the foregoing, Purchaser may transfer

information or materials made through the use of a Product to a scientific collaborator, provided that such transfer is not for Commercial Purposes (as defined below), and that such collaborator agrees in writing (i) not to transfer such information or materials to any third party, and (ii) to use such transferred information or materials solely for research and not for Commercial Purposes.

3. Product Use and Restrictions.

1. Unless otherwise expressly stated in writing by Yorkshire Bioscience Ltd, (i) Purchaser may not use Products for Commercial Purposes; and (ii) all Products are for research use only, and not for human or animal therapeutic or diagnostic use. “Commercial Purposes” means any activity by a party for consideration and may include, but is not limited to: (1) use of Products or their components to provide a service, information, or data; (2) use of the Products or their components for therapeutic, diagnostic or prophylactic purposes or in connection with any Phase III clinical trials, pivotal trials or post registration clinical trials; or (3) resale of the Products or their components, whether or not such Products or their components are resold for use in research.
2. Notwithstanding the provisions of Section 4a above, Purchaser hereby acknowledges that Products labelled “GMP” are sold for preclinical or clinical ex vivo use, and not for in vivo use. Purchaser 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.
3. 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 Yorkshire Bioscience or labelled as such. Purchaser is solely responsible for complying with all applicable laws, regulations and governmental policies when using Yorkshire Bioscience's 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.

4. As a material condition to Yorkshire Bioscience Ltd 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.
4. **Order Confirmation and Duplication.** Written confirmation of a telephone, fax, e-mail, electronic, or Internet Order is not required; however, if confirmation of an Order is sent by Purchaser, it shall be prominently marked – “CONFIRMING ORDER, DO NOT DUPLICATE”. Duplicate shipments due to incorrectly marked confirming orders will be subjected to a returned products charge of 20% of the Products returned plus shipping charges (“Returned Products Charge”).
5. **Shipment.** Yorkshire Bioscience will pack the Products for shipment in a commercially reasonable manner and in accordance with the Product Datasheet. All shipments will be FCA (Free Carrier) Yorkshire Bioscience's facility, according to INCOTERMS® 2010 as issued by the International Chamber of Commerce. If Purchaser has not specified a carrier in the Order, Yorkshire Bioscience Ltd may select the carrier but will not be deemed thereby to assume any liability in connection with the shipment nor will the carrier be construed to be an agent of Yorkshire Bioscience Ltd. Purchaser shall pay or reimburse Yorkshire Bioscience Ltd for all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage and all other charges applicable to the Products. All shipments are subject to availability, and Yorkshire Bioscience Ltd may ship in

installments. Yorkshire Bioscience Ltd will use commercially reasonable efforts to complete shipments as indicated in the Order, but Purchaser hereby acknowledges that shipment schedules are approximate and agrees that Yorkshire Bioscience shall not be liable for any damages or penalties for delay in delivery or for failure to give notice of delay for any reason.

6. **Title.** Title to the Products will pass to Purchaser upon Yorkshire Bioscience's delivery of the Products to the carrier, subject to the limitations provided in this Agreement.
7. **Price.** Purchaser shall pay the prices specified in the applicable Order or, if no price is specified in the Order, the price set forth in Yorkshire Bioscience's standard price list in effect on the date that Yorkshire Bioscience accepts the Order. All prices are subject to change without notice. Purchaser shall be responsible for all delivery and handling charges, taxes and other amounts payable to governmental authorities in connection with applicable transactions. These charges will be added to Purchaser's invoice.
8. **Tax.** Sales tax will be added when shipping to jurisdictions where Yorkshire Bioscience is responsible for collecting sales tax unless the receiving party has exempt information on file with Yorkshire Bioscience. Purchaser shall be solely responsible for any applicable sales, use or similar tax and agrees to indemnify Yorkshire Bioscience for any such tax if not properly paid by Purchaser. Purchaser is responsible to confirm that its account is set up properly and that any applicable exemption documents are provided. Purchaser should contact Yorkshire Bioscience to correct or update its account information and should note any updates to this effect on applicable orders.
9. **Payment.** Payment terms are net 30 days from the date of invoice and in the currency specified on the invoice. Purchaser will only be charged for Products shipped. Products placed on back order will be charged when shipped. Any claim or counterclaim or set-off by Purchaser shall not justify Purchaser withholding payment unless otherwise agreed in writing by Yorkshire Bioscience. If Purchaser is late in making payment, Yorkshire Bioscience may, without affecting any other rights or remedies, suspend production, shipment and/or deliveries, cancel Orders, reject future orders, and/or charge a late payment fee, from the due date until paid, at the rate of one and a half percent (1.5%) per month (18% per year) or such lesser amount as is the maximum

rate of interest allowed by law. Purchaser shall pay any and all reasonable costs, including attorneys' fees, incurred by Yorkshire Bioscience in collecting any delinquent balance.

10. Inspection and Returns.

1. Purchaser may request to return Products that are damaged or defective upon delivery, but Purchaser must contact Yorkshire Bioscience's Customer Service within 10 business days from the day Purchaser received the Products to request a return authorization ("Return Authorization"). Yorkshire Bioscience will not accept returns, and no credit will be issued, without a Return Authorization. Products must be returned within thirty (30) calendar days of receiving a Return Authorization and must be in their original containers with the original labels. Upon receipt of Products that have a Return Authorization, a credit for the original purchase price less the Returned Products Charge, if applicable, will be issued.
2. Non-delivery must be reported to Yorkshire Bioscience within fourteen (14) calendar days of the date of the invoice. Purchaser must report receipt of incorrect Products to Yorkshire Bioscience within ten (10) business days from the day Purchaser received the Products. If an error by Yorkshire Bioscience results in non-delivery or shipment of incorrect Products, Yorkshire Bioscience will, at its sole option, either ship, at no charge, the correct Products per Purchaser's Order or credit Purchaser's account for the original purchase price of the Products that were not shipped or were shipped in error, plus shipping charges.
3. If an error by Purchaser results in the shipment of incorrect Products and is reported to Yorkshire Bioscience within ten (10) business days from the day Purchaser received the Products, Purchaser may request a Return Authorization. Where Yorkshire Bioscience determines that the Product cannot be shipped back safely, Yorkshire Bioscience may, at its option, refuse to issue a Return Authorization or to issue any credit. Products must be returned within thirty (30) calendar days of receiving a Return Authorization and must be in their original containers with the original labels and unaltered in form and content. Upon Yorkshire Bioscience's receipt of such Products, Purchaser will receive a credit for the original purchase price, less applicable Returned Products Charges.

4. Notwithstanding the foregoing, (i) custom Orders are ineligible for cancellation or return; (ii) claims for loss or damage of Products which Yorkshire Bioscience determines occurred in transit must be made to the carrier and not to Yorkshire Bioscience; and (iii) discrepancies with items ordered through a Yorkshire Bioscience distributor must be handled with the distributor.

11. **Privacy of Customer Data.** Yorkshire Bioscience maintains the privacy of its customers' information in compliance with relevant law and in accordance with its Privacy Policy, as posted on its website and amended from time to time.

12. **Export Controls and Related Regulations.** Products and information that Purchaser receives from Yorkshire Bioscience are subject to UK export control laws and regulations. Purchaser may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such Product or information (including products derived from or based on Products or information received from Yorkshire Bioscience) to any destination, entity, or person prohibited by United States laws or regulations.

Yorkshire Bioscience may terminate the Agreement and discontinue any ongoing supply to or business with Purchaser immediately, without notice and without liability, upon Yorkshire Bioscience becoming aware that Purchaser, or any party associated with Purchaser, is named on any restricted party list.

13. **Limited Warranty.** Unless a different written warranty is included with Product inserts accompanying Products, Yorkshire Bioscience warrants to the original Purchaser as follows with respect to each type of Product:

1. **Reagent Warranty.** Yorkshire Bioscience warrants that each Product will meet the Specification set out on the Product Datasheet in respect of the Product when used appropriately under normal conditions and will replace all Products not conforming to the Specifications, provided that Yorkshire Bioscience shall not be liable under this warranty if the defect arises because the Purchaser has altered the Product in any way or failed to follow Yorkshire Bioscience's instructions accompanying delivery of the Product. The warranty will last from the time delivery is made until the Product's expiration or "use by" date or its specified number of uses.

2. **Instrument Warranty.** Yorkshire Bioscience warrants that the instrument purchased from Yorkshire Bioscience (the “Instrument”) will be free from defects in materials and workmanship during the applicable warranty period, provided that the Instrument has been operated at all times in accordance with the instruction manual and user guide by or under the direct supervision of a certified operator who has attended Yorkshire Bioscience’s training course for the Instrument. The warranty period for the Instrument terminates twelve (12) months after date of shipment.
3. **Service Parts Warranty.** Yorkshire Bioscience warrants that the service parts purchased from Yorkshire Bioscience will be free of defects in materials and workmanship when used appropriately under normal conditions, only if such parts are installed by a Yorkshire Bioscience representative. The warranty period for the service parts is the greater of (i) the remaining warranty period of the Instrument, or (ii) ninety (90) days from the date of installation of the service part.
4. The warranties provided above and the remedies provided below will not apply to any Product if: (i) Yorkshire Bioscience determines that a problem is caused by accident, abuse, misuse, negligence, misapplication, fire, earthquake, flood, other force majeure event, failure of electrical power, the use of unauthorized parts or reagents, or unauthorized repairs or modifications; (ii) Yorkshire Bioscience determines that a problem is caused during or as a result of shipment or relocation; (iii) Yorkshire Bioscience’s serial number has been removed or defaced from the Product; or (iv) a problem arises from or is based on Yorkshire Bioscience’s compliance with Purchaser’s specifications. For any breach of the warranties, Purchaser must notify Yorkshire Bioscience of the claim during the applicable warranty period. If Yorkshire Bioscience determines that the Product is defective and is covered by the warranty, Yorkshire Bioscience’s sole and exclusive liability to Purchaser and Purchaser’s sole and exclusive remedy for warranty claims hereunder will be, at Yorkshire Bioscience’s own expense and option, repair or replacement of the non-conforming Product. Yorkshire Bioscience is not required to repair or replace any defective Instrument or service part if Purchaser has not returned a signed clearance certification provided by Yorkshire Bioscience, which requires Purchaser to certify that the Instrument or service part has been appropriately

decontaminated and cleaned and is safe for handling by Yorkshire Bioscience personnel.

The warranty period for the repaired or replaced Product will not exceed the warranty period for the defective Product. The warranty period for any replacement parts, which may be new or reconditioned at Yorkshire Bioscience's sole discretion, will not exceed the warranty period for the defective Instrument or service part.

THE ABOVE WARRANTIES ARE EXCLUSIVE, AND YORKSHIRE BIOSCIENCE MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF SUITABILITY, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Any descriptions of the Products and any samples, Product inserts, online Product descriptions, and published catalogs, or similar material used in connection with the sale of Products are for the sole purpose of identifying the Products and are not to be construed as an express warranty that the Products will conform to such description. Any technical assistance provided by Yorkshire Bioscience is advisory only.

14. Limitations on Remedies. IN NO EVENT SHALL YORKSHIRE BIOSCIENCE BE LIABLE TO PURCHASER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR LOST PROFITS OR REVENUE, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT YORKSHIRE BIOSCIENCE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS AND/OR ANY OTHER AGREEMENT BETWEEN YORKSHIRE BIOSCIENCE AND PURCHASER FOR THE PURCHASE OF THE PRODUCTS, YORKSHIRE BIOSCIENCE'S TOTAL LIABILITY TO PURCHASER 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 YORKSHIRE BIOSCIENCE

FOR THE APPLICABLE PRODUCTS. IN NO EVENT WILL YORKSHIRE BIOSCIENCE BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS.

15. **Indemnification.** Purchaser shall hold harmless, indemnify and defend (at Yorkshire Bioscience's request) Yorkshire Bioscience for any and all damages, liabilities, costs and expenses (including any costs of litigation, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) Purchaser's negligent or willful acts, or those of its employees and/or agents, (b) such Products being repaired or altered by persons other than Yorkshire Bioscience (unless expressly authorized in writing by Yorkshire Bioscience), (c) in the event that Purchaser modifies, or combines with any non-Yorkshire Bioscience goods or products, any of the Products purchased from Yorkshire Bioscience, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (d) from Products produced by Yorkshire Bioscience according to Purchaser's specifications, (e) any violations of export control laws by Purchaser, or (f) Purchaser's breach of any provision in these Terms. At Yorkshire Bioscience's option, Yorkshire Bioscience will be entitled to retain separate counsel and all reasonable expenses and costs of such counsel shall be paid by Purchaser.

16. **Confidentiality and Intellectual Property.**

1. "Confidential Information" means any of Yorkshire Bioscience's business information, specifications and all related writings, drawings, designs and similar works or any other information which is disclosed by Yorkshire Bioscience to Purchaser and labeled or marked as confidential, proprietary or its equivalent, or oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure. All Confidential Information shall be the exclusive property of Yorkshire Bioscience, and Yorkshire Bioscience retains all of its rights, title and interests. Purchaser agrees to use Confidential Information for the exclusive purpose of performing this Agreement. Purchaser shall not disclose or provide any Confidential Information to any third party and shall take all necessary

measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Yorkshire Bioscience, Purchaser shall return all Confidential Information to Yorkshire Bioscience.

2. Purchaser acknowledges that all intellectual property rights relating to Products, as between Purchaser and Yorkshire Bioscience, are solely and exclusively owned by Yorkshire Bioscience. Yorkshire Bioscience's sale of Products to Purchaser only grants Purchaser a limited, non-transferable right, for Purchaser to use the quantity of Products bought from Yorkshire Bioscience in accordance with this Agreement. The act of Yorkshire Bioscience selling Products to Purchaser does not grant Purchaser a license to Yorkshire Bioscience's intellectual property, or grant Purchaser the right to make or have made any Product or any portion thereof. The onus rests with the Purchaser to secure any required "freedom to operate" rights for other intended applications.

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 Yorkshire Bioscience, or jointly by Yorkshire Bioscience and Purchaser, will be and will remain Yorkshire Bioscience's sole and exclusive intellectual property, and Purchaser shall transfer and assign, and hereby does assign, all of its rights, title and interests in and to any such joint intellectual property to Yorkshire Bioscience and assist Yorkshire Bioscience, at Yorkshire Bioscience's request and expense, in securing and recording Yorkshire Bioscience's rights in such intellectual property.

17. **Force Majeure.** Yorkshire Bioscience shall not be liable for any failure to perform this Agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Yorkshire Bioscience include, but are not limited to, acts of God, governmental action, accidents, labour trouble, and inability to obtain materials, equipment or transportation.
18. **Waiver.** No oral statements, recommendations or assistance given by a representative and/or distributor of Yorkshire Bioscience to Purchaser or its representatives in connection with the use of the Products will constitute a waiver by Yorkshire Bioscience of any of the provisions hereof, or affect Yorkshire Bioscience's

liability herein. Yorkshire Bioscience's failure to exercise any rights under this Agreement is not a waiver of its rights to damages for Purchaser's breach of contract and is not a waiver of any subsequent breach.

19. **Governing Law/Disputes.** Purchaser hereby agrees that the sole and exclusive jurisdiction and venue for any dispute with Yorkshire Bioscience, or in any way relating to these Terms or to Products purchased from Yorkshire Bioscience, is in the courts in the United Kingdom. All disputes with Yorkshire Bioscience shall be governed by the laws of the United Kingdom, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any other written agreement with Yorkshire Bioscience unless expressly stated otherwise. Purchaser further agrees and consents to the exercise of personal jurisdiction in these courts in connection with any dispute involving Yorkshire Bioscience or its affiliates, employees, officers, directors, agents and providers. Any cause of action brought by Purchaser arising out of or relating to this Agreement or to Products purchased from Yorkshire Bioscience, must be brought within one year after such cause of action arose. Actions not commenced by Purchaser within one year are permanently barred. All notices to be given under this Agreement shall be in writing and shall be served on Yorkshire Bioscience at 63-65 Heworth Rd, Heworth, York YO31 0AA with a copy to info@york-bio.com, or shall be served on Purchaser at any address to which Yorkshire Bioscience is directed to ship Products, or any other address as Purchaser may, from time to time, designate by giving written notice to Yorkshire Bioscience in accordance with this Section. This paragraph survives expiration or termination of this Agreement.
20. **Miscellaneous.** All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of this Agreement and any other written instrument delivered in connection herewith pursuant to the terms of such sections. In the event that any provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision will be deemed stricken from these Terms but such illegality, invalidity or unenforceability will not invalidate any of the other provisions of these Terms. Purchaser may not assign, including by operation of law, its obligations hereunder without Yorkshire Bioscience's written consent.

Spatial Biology Terms & Conditions

These are the Spatial Biology Terms and Conditions ("**Terms**") under which Yorkshire Bioscience Ltd sell Products and Services (as defined below). Any party purchasing Products ("**Customer**") will be subject to these Terms regardless of what method is used to submit its offer to purchase Products and/or Services ("**Order**"). Some of the Products and Services are subject to intellectual property licenses, software licenses, or other contract terms that Customer will not find here ("**Supplementary Terms**"). If such Supplementary Terms exist for the Products and Services being purchased, they will be found in a quotation, order acknowledgment, Product insert, or written agreement that accompanies or is associated with the Products and Services. The Order, these Terms, and Supplementary Terms (if any) are collectively and individually referred to herein as the Agreement ("**Agreement**"). Any reference to other business terms is void and null. YORKSHIRE BIOSCIENCE's acceptance of any Order by Customer is expressly conditioned on Customer's agreement to these Terms. YORKSHIRE BIOSCIENCE will not be bound by, and specifically objects to and rejects, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Customer in any order, receipt, acceptance, confirmation, correspondence, or otherwise, unless YORKSHIRE BIOSCIENCE specifically agrees to such provision in a written instrument signed by YORKSHIRE BIOSCIENCE.

Definitions

- "**Product/s**" means any product manufactured and/or sold by Advanced Cell Diagnostics, Inc., Lunaphore Technologies, S.A. and/or Lunaphore Technologies, Inc.
- "**Services**" means installation, training, maintenance, repair of instruments, access to the laboratory of Lunaphore Technologies, S.A. and/or Lunaphore Technologies, Inc., and any other services provided by Lunaphore Technologies, S.A. and/or Lunaphore Technologies, Inc. or any authorized third party on behalf of Lunaphore Technologies, S.A. and/or Lunaphore Technologies, Inc.

- **"Software"** means any software or firmware programs (including without limitation the associated source code and material) which are included in the Products and available by license to Customer.
 - **"Third-Party Product"** means a Product manufactured or edited by a third party.
1. **Purchase and Sale.** YORKSHIRE BIOSCIENCE shall sell to Customer, and Customer shall accept and pay for, all Products and Services ordered by Customer pursuant to an Order that has been accepted by YORKSHIRE BIOSCIENCE. All Orders are subject to acceptance by YORKSHIRE BIOSCIENCE either in writing or by shipping Products or providing Services. YORKSHIRE BIOSCIENCE may accept any Order in whole or in part. Once Customer places an Order, the Order will only be cancelable within a period of twenty-four (24) hours after submission of the Order. By placing an Order for Software, when applicable, Customer acknowledges and agrees to the Supplementary Terms specified in the corresponding Software license agreement. By placing an Order for any Third-Party Product, Customer acknowledges and agrees to adhere to any applicable Supplementary Terms provided by the original manufacturer. It is understood that such Supplementary Terms take precedence over the provisions outlined in these Terms.
 2. **Shipment and Delivery.** Unless otherwise specified in the Order, Products shall be shipped via carrier selected by YORKSHIRE BIOSCIENCE FCA Incoterm 2020 shipping point, freight prepaid and added. Customer shall pay or reimburse YORKSHIRE BIOSCIENCE for all transportation, freight, import, export, customs, insurance, loading, packaging and handling charges, taxes, duties, fees, storage and all other charges applicable to the delivery of the Products. All shipments are subject to availability, and YORKSHIRE BIOSCIENCE may ship in installments. Title to the Products will pass to Customer upon YORKSHIRE BIOSCIENCE's delivery of the Products to the carrier, subject to the limitations provided in these Terms. Risk of loss or damage shall pass to Customer upon delivery of Products to the carrier. Any claims concerning damage or loss in transit shall be placed through the delivering carrier or agent by Customer. Shipping dates are approximate. YORKSHIRE BIOSCIENCE shall not be liable for any claim, loss or damage attributable to any delay in or failure to make delivery. Software may be made available by YORKSHIRE BIOSCIENCE through electronic download, contingent upon YORKSHIRE BIOSCIENCE receiving any necessary documentation.

Software delivery shall be deemed complete on the date when YORKSHIRE BIOSCIENCE furnishes download instructions to Customer.

3. **Quality Inspection.** Customer is responsible for a quality and completeness check of a Product delivery immediately upon arrival, except when the Product package is marked with a notice specifying "Do Not Open - This package may only be opened by YORKSHIRE BIOSCIENCE or an YORKSHIRE BIOSCIENCE authorized agent" or similar instructions; when a package is thus marked, Customer shall only perform a visual check of the quality of the external packaging immediately upon arrival, as opening the package contrary to such instructions will automatically void the Product warranty. Any claims for damaged, missing or defective Products must be reported in writing to YORKSHIRE BIOSCIENCE within ten (10) business days from the date of receipt of the Products; otherwise the Products will be deemed to have been received in good condition and accepted by Customer. If directed by YORKSHIRE BIOSCIENCE, Customer must promptly return a rejected Product to YORKSHIRE BIOSCIENCE, at YORKSHIRE BIOSCIENCE's cost, unused and in a condition no worse than that delivered to Customer and in the Product's original containers and packing material. YORKSHIRE BIOSCIENCE may refuse any returned Product not timely rejected in writing. If Customer rejects any portion of the Products for a valid defect or nonconformity, YORKSHIRE BIOSCIENCE shall, at its option, repair the Product or replace the Product with an identical or substantially similar Product. The foregoing shall be Customer's sole and exclusive remedy for damaged or missing Products, and, except for the following express warranty rights, for defective Products. No return of a Product ordered and shipped shall be permitted unless the Product has been reported as defective in accordance with this paragraph and the return has been authorized in writing by YORKSHIRE BIOSCIENCE.

4. **Services**

1. **General.** Services may be provided at Customer's site and/or remotely. Each party is responsible for ensuring timely and effective collaboration with the other party. Customer shall furnish YORKSHIRE BIOSCIENCE with adequate resources, information, and access to the site and equipment necessary

for the proper provision of Services; Customer's failure or delay in meeting this obligation may lead to delay of the Services and additional costs to Customer.

2. **Installation & Training.** When an Order includes installation Services for any instrument manufactured by Lunaphore Technologies, S.A. ("**Installation**"), Customer agrees to: (i) following delivery, facilitate Installation at the specified installation site address provided in the Order; (ii) ensure, at its own expense, that all necessary conditions are in place for Installation; (iii) notify YORKSHIRE BIOSCIENCE once the preparatory work for Installation has been completed; and (iv) designate a competent contact person on-site, available at the agreed-upon time of Installation. After the date of Installation ("**Installation Date**"), Customer must designate at least one responsible user, and all Customer users of the Product must attend a mandatory training session at Customer's site ("**Training**"). Customer shall not use the instrument until Customer's users have attended the Training.
3. **Acceptance.** Immediately after Installation and Training, Customer shall sign YORKSHIRE BIOSCIENCE's acceptance protocol (the "**Acceptance**"); the dates of Installation and Training shall be specified in the Acceptance. The Acceptance shall be deemed executed by Customer three (3) business days after completion of the Training; only a defect that substantially impairs the use of the installed Product, without any feasible workaround solution, may result in Customer's non-acceptance, and YORKSHIRE BIOSCIENCE undertakes to promptly rectify any such defect. For clarity, the Acceptance shall not affect YORKSHIRE BIOSCIENCE's warranty obligations.
4. **Maintenance & Repair.** When included in an Order, the start date and initial term or duration of YORKSHIRE BIOSCIENCE's maintenance services and repair services on a Product ("**Maintenance Services**" and "**Repair Services**") will be explicitly specified. Upon request, Maintenance Services provide Customer with one on-site preventive visit per contracted period, encompassing a functional check of the Product, recalibration of components, and replacement of necessary parts. Maintenance Services and Repair Services explicitly exclude consumables, third-party products, and software upgrades (i.e., changes in version). Customer shall strictly adhere to any recommended practices

provided by YORKSHIRE BIOSCIENCE and the instructions outlined in the user manual for the Product; failure to comply with such obligations may result in additional charges for Maintenance Services and Repair Services

- 5. Scientific Lab Services.** When included in an Order, the start date, duration, and the number of hours for scientific consulting laboratory Services ("**Scientific Lab Services**") will be clearly specified. The Scientific Lab Services grant Customer access to a predetermined package of hours provided by YORKSHIRE BIOSCIENCE's scientific team upon Customer's request. The specific purpose of these services will be mutually agreed upon and detailed in the Order. The need for a separate consulting service agreement for such services will be determined by the parties. If the parties decide to conduct on-site Scientific Lab Services at Customer's premises, the number of hours will be calculated in eight (8) hour blocks. Customer is responsible for reimbursing any reasonable professional expenses, including travel and accommodation incurred by YORKSHIRE BIOSCIENCE's personnel. YORKSHIRE BIOSCIENCE reserves the right to accept, reduce, or refuse on-site Scientific Lab Services based on its workload capacity and personnel availability. YORKSHIRE BIOSCIENCE will maintain a record of the hours spent on Scientific Lab Services, which will be shared with Customer upon request. Upon the conclusion of Scientific Lab Services, Customer acknowledges and agrees that any unused remaining hours will be forfeited, with no right to reimbursement or compensation. At its discretion, YORKSHIRE BIOSCIENCE may issue a credit note for unused Scientific Lab Services. Notwithstanding Section 6.1, unless expressly stated in the Order or agreed upon in a separate written contract between the parties, Customer retains exclusive ownership of the data generated during Scientific Lab Services, along with any derivatives or modifications of Customer materials produced as a direct result of such services. Unless otherwise agreed in writing by the parties, the know-how gained during the performance of Scientific Lab Services, such as the optimization of instrument settings, is the exclusive property of YORKSHIRE BIOSCIENCE. This know-how may be reused for any purpose, including product development, commercialization, and the creation of marketing materials.

6. **Instrument Access Lab Services.** The type of instrument evaluation services, nature, and the number of sample staining Services ("**Instrument Access Lab Services**") shall be specified in an Order. Through Instrument Access Lab Services, YORKSHIRE BIOSCIENCE will process sample slides provided by Customer and subsequently return the resulting digital images to Customer. Residual sample slides will either be (i) destroyed or (ii) sent back to Customer upon request and at Customer's expense. Customer is responsible for arranging the shipment of the samples at its own cost. Customer represents and warrants that it possesses all rights and has obtained all necessary consents, approvals, licenses, and/or certifications as required by applicable laws to collect and transfer any sample slide or clinical patient data to YORKSHIRE BIOSCIENCE, and that YORKSHIRE BIOSCIENCE's use of such slides and data solely for the purposes of providing Instrument Access Lab Services will not constitute an infringement of third- party intellectual property or privacy rights. To the extent applicable, all sample slides and patient data shall be coded and de-identified by Customer prior to transfer to YORKSHIRE BIOSCIENCE in accordance with HIPAA privacy standards under 45 CFR § 164.514 (a), (b) and (c) and similar applicable legislation. Digital images, data, and results generated through Instrument Access Lab Services are the property of Customer. YORKSHIRE BIOSCIENCE has the right to retain archives of Customer's digital images. With the written consent of Customer, YORKSHIRE BIOSCIENCE may use these images for scientific marketing materials. Unless otherwise agreed in writing by the parties, the know-how gained during the performance of Instrument Access Lab Services, such as the optimization of instrument protocol parameters, is the exclusive property of YORKSHIRE BIOSCIENCE. This know-how may be reused for any purpose, including product development, commercialization, and the creation of marketing materials. The expected completion time for Instrument Access Lab Services will be specified in the Order. Both parties acknowledge and agree that Instrument Access Lab Services may not commence until YORKSHIRE BIOSCIENCE receives Customer's sample slides. Unless otherwise agreed, Customer shall not use Access Lab Services for the purpose of comparing and publishing technology results obtained through the use of any competing product.

5. Payment

- Prices.** The price for any Product and/or Service shall be the price stated in YORKSHIRE BIOSCIENCE's unexpired quote to Customer. Product prices mentioned in the initial quotation are not final and may be subject to change based on the shipping conditions specified by the Customer in a subsequent purchase order. Unless the Order explicitly specifies otherwise, Customer is responsible for paying all relevant charges, including VAT and other taxes, customs duties, levies, and/or fees imposed by any authority or any costs related to special packaging requests, all of which are payable by Customer. In the event YORKSHIRE BIOSCIENCE is required to pay any such taxes, customs duties, levies, fees, and/or other costs, Customer shall promptly reimburse YORKSHIRE BIOSCIENCE. By default, Order amounts are stated exclusive of VAT, and any applicable VAT will be added to the invoice. If Customer claims an exemption from tax, Customer shall provide YORKSHIRE BIOSCIENCE, at the time the Order is submitted, an exemption certificate or other document acceptable to the authority imposing the taxes, fees, duties and levies
- Invoicing and Payment Terms.** Unless otherwise specified in the Order, YORKSHIRE BIOSCIENCE's invoicing schedule will be the following: (i) for Products, upon shipment of the Product; (ii) for one-time Services, within thirty (30) days of completion of the Services, and if the Services are recurring, periodically as agreed with Customer. YORKSHIRE BIOSCIENCE may require advance payment or securities from Customer for certain Products and Services. Unless the Order specifies otherwise, all amounts are due and payable without any set-off or deduction within thirty (30) days from the invoice date.
- Late Payment.** In the event of late payment for an instrument Product manufactured by Lunaphore Technologies, S.A., a reminder fee of 40,000 USD, or the equivalent in other currencies, shall become immediately due. For all Products and Services, the total outstanding amount will be increased at the rate of one and a half percent (1.5%) per month or the maximum allowed by law, whichever is less, from the date payment is due until the date payment is actually received. Customer agrees to immediately

pay these late payment charges upon request by YORKSHIRE BIOSCIENCE. In case of payment not received when due, YORKSHIRE BIOSCIENCE reserves its right to cancel Services and pending Orders

4. **Securities.** YORKSHIRE BIOSCIENCE may choose to retain a security interest in all instrument Products manufactured by Yorkshire Bioscience and sold to Customer to secure all of Customer's obligations to YORKSHIRE BIOSCIENCE under this Agreement. Upon Order confirmation, Customer will execute any necessary documents to create and perfect this interest.
5. **Validity of the Offer.** An Offer made by YORKSHIRE BIOSCIENCE is irrevocable during the term stated in the Offer. If no term is stated in the Offer, the Offer shall remain valid for a period of thirty (30) calendar days from the date of Offer submission.

6. Intellectual property rights

1. **General.** As between the parties, all intellectual property rights relating to any Products and/or Services are solely and exclusively owned by YORKSHIRE BIOSCIENCE. Customer shall not dispute YORKSHIRE BIOSCIENCE's ownership of any such intellectual property rights at any time. Illustrations, drawings, user manuals, and other documents provided with the Products and/or Services may not be utilized, copied, reproduced, or shared with third parties without the prior written consent of YORKSHIRE BIOSCIENCE. Customer acknowledges that YORKSHIRE BIOSCIENCE is free to use, for any purpose, any knowledge (such as ideas, concepts, know-how, and techniques, among others) acquired during the performance of Services in intangible form, which may be retained in the unaided memories of the personnel performing the Services. Unless expressly stated or agreed otherwise, nothing in these Terms or in the Order shall be construed as granting any rights to Customer regarding any intellectual property rights related to Third-Party Products.
2. **YORKSHIRE BIOSCIENCE Software.** Unless otherwise agreed by the parties, all Software will be licensed (not sold) to Customer. YORKSHIRE BIOSCIENCE grants Customer a limited, non-transferable, and non-exclusive right to use the Software for its intended application, contingent upon the payment

of all related fees and charges and subject to a specific Software license agreement governing the terms and conditions of the license.

3. **YORKSHIRE BIOSCIENCE Products.** With respect to any Product, Customer shall: i) adhere to and reproduce copyright notices and other markings as indicated by YORKSHIRE BIOSCIENCE; and (ii) avoid using any components of the YORKSHIRE BIOSCIENCE Product or related licensed material separately from the YORKSHIRE BIOSCIENCE Product.
4. **Patent Disclaimer/Indemnity.** YORKSHIRE BIOSCIENCE does not represent or warrant that the use or sale of the Products or Services delivered hereunder does not or will not infringe the claims of any United States or other patent covering the use thereof in combination with other products or in the operation of any process. Additionally, Customer shall indemnify YORKSHIRE BIOSCIENCE and its affiliates from any legal action that may result from Customer's use of any Product under this Agreement.

7. Warranties

1. **Limited Product Warranty.** During the Warranty Period (as defined below), YORKSHIRE BIOSCIENCE warrants that Products will operate in substantial conformance with their specifications and will be free from material defects under normal use; for Products subject to an expiration date, such as consumables, YORKSHIRE BIOSCIENCE warrants that these Products will substantially conform to the standard specifications up to the expiration date
2. **Coverage.** Unless an additional warranty service is expressly contracted, YORKSHIRE BIOSCIENCE shall provide Customer with a default 12- month period from delivery ("**Warranty Period**") warranty on YORKSHIRE BIOSCIENCE Products. In case of instruments manufactured by Lunaphore Technologies, S.A., the Warranty Period commences on the Installation Date. In case of consumables or Software, the Warranty Period commences on the delivery date. Following the conclusion of Warranty Period, any additional contracted warranty service period will begin ("**Extended Period**").

3. **Reporting Defects.** During the Warranty Period and any Extended Period, any defects in YORKSHIRE BIOSCIENCE Products must be reported to YORKSHIRE BIOSCIENCE in writing and as soon as reasonably possible, but no later than thirty (30) days from the date of discovery. Provided Customer reports the defect in a timely manner, YORKSHIRE BIOSCIENCE, at its sole discretion, will either repair, replace, or prorate reimbursement for defects. YORKSHIRE BIOSCIENCE shall determine whether the YORKSHIRE BIOSCIENCE Product is to be repaired at Customer's site or off-site. Repair or replacement will not suspend or prolong the original Warranty Period. YORKSHIRE BIOSCIENCE's warranty applies only if Customer's use of the Product is in conformity with standard specifications, user manuals, and YORKSHIRE BIOSCIENCE-provided instructions. If YORKSHIRE BIOSCIENCE determines that the warranty claim by Customer is not justified (i.e., not covered by the YORKSHIRE BIOSCIENCE warranty), belated, or not formally correct, Customer shall be responsible for all related investigation, remedy, reasonable expenses (including travel and accommodation expenses), and shipping fees. Products reasonably determined by YORKSHIRE BIOSCIENCE to be defective, independent of Customer's error, shall be replaced by YORKSHIRE BIOSCIENCE, provided that such defective Products were used by Customer prior to expiration date or, if there is no expiration date, the Products were used within six (6) months of receipt, and the defect was promptly reported with appropriate detail to YORKSHIRE BIOSCIENCE's technical support. For Third-Party Products, any third-party warranties will be forwarded to Customer for its direct benefit with regard to the third-party manufacturer. In these cases, YORKSHIRE BIOSCIENCE will assist during the warranty claim process but Customer must pursue such warranties with the applicable third-party manufacturer.
4. **Limited Services Warranty.** YORKSHIRE BIOSCIENCE warrants that Services will be performed in a skillful and workmanlike manner by professionally qualified personnel in conformance with generally accepted professional standards of care and conduct. For clarity, Services are provided without any warranty other than as set forth in this Section 7.4. YORKSHIRE BIOSCIENCE makes no other warranties, express or implied, regarding any matter whatsoever, including without limitation the condition, originality, or accuracy of such Services, or of any discovery or development relating to such

Services, or as to the accuracy, merchantability, or fitness of any such result based on Services for any particular purpose.

5. **Exclusions.** YORKSHIRE BIOSCIENCE does not warrant uninterrupted or error-free operation of a Product or Service, and it disclaims responsibility for third-party disruptions or unauthorized third-party access to a Product or Service. YORKSHIRE BIOSCIENCE does not guarantee any delivery dates and shall not be held responsible for any loss or damage arising from any delay in delivery, regardless of the cause of such delay. Any instrument Product whose installation, calibration, maintenance, other modification, or repair has not been performed by YORKSHIRE BIOSCIENCE or an authorized agent is not covered by any YORKSHIRE BIOSCIENCE warranty. YORKSHIRE BIOSCIENCE warranties do not apply in cases of damage not caused by YORKSHIRE BIOSCIENCE, defects and faults attributable to natural wear and tear, accidents, neglect, misuse, failure of utility supply, improper storage or operating environment, transportation, or cleaning, failure to comply with instructions, specifications, or user manuals provided by YORKSHIRE BIOSCIENCE, or use of the Products for a purpose or in a manner other than that for which they were designed. Unless otherwise stated in the Order, Customer is responsible for damages or defects caused during the transportation of Products. Any suggestions by YORKSHIRE BIOSCIENCE regarding use, selection, application or suitability of Products shall not be construed as a warranty. The warranties identified in this Section 7 are YORKSHIRE BIOSCIENCE's sole and exclusive warranties with respect to Products and Services and are in lieu of all other warranties. To the extent permitted by applicable law, YORKSHIRE BIOSCIENCE disclaims all other representations, conditions and warranties, expressed or implied, with respect to the Products and Services, including but not limited to any implied warranties of merchantability, satisfactory quality, non- infringement or fitness for a particular purpose.
6. **Remedies for Breach of Warranty.** Subject to this Section 7, with respect to any breach of any YORKSHIRE BIOSCIENCE warranty during the Warranty Period or Extended Period, repair or replacement, at YORKSHIRE BIOSCIENCE's option, shall be Customer's sole and exclusive remedy for any breach of warranty claim.

8. **Limitation of Liability.** EXCEPT TO THE EXTENT CAUSED BY YORKSHIRE BIOSCIENCE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR REQUIRED BY APPLICABLE LAW, YORKSHIRE BIOSCIENCE SHALL HAVE NO LIABILITY FOR ANY LOSS OF USE OR PROFITS, LOST DATA, EQUIPMENT DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF YORKSHIRE BIOSCIENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YORKSHIRE BIOSCIENCE'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER TO YORKSHIRE BIOSCIENCE FOR THE PRODUCTS OR SERVICES. CUSTOMER UNDERSTANDS THAT THE RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE PRODUCTS AND SERVICES AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK. YORKSHIRE BIOSCIENCE DOES NOT WARRANT THIRD PARTY PRODUCTS. SUPPORT FOR THIRD- PARTY INSTRUMENTATION AND PRODUCT IS PROVIDED BY THE ORIGINAL MANUFACTURER OF THE PRODUCT. SHOULD A THIRD PARTY BRING AN ACTION AGAINST YORKSHIRE BIOSCIENCE RELATING TO DEFECTS IN A DELIVERED PRODUCT OR RENDERED SERVICE, YORKSHIRE BIOSCIENCE SHALL BE ENTITLED TO DETERMINE THE SCOPE OF THE ACTIONS NECESSARY FOR A DEFENSE IRRESPECTIVE OF THE RESPONSIBILITY TO ASSUME THE COSTS. CUSTOMER UNDERTAKES TO SUPPORT YORKSHIRE BIOSCIENCE IN SUCH DEFENSE IN EVERY RESPECT.
9. **Indemnification.** Customer agrees to defend, indemnify and hold harmless YORKSHIRE BIOSCIENCE and its affiliates, and its and their directors, employees, agents, successors and assigns from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorneys' fees) that YORKSHIRE BIOSCIENCE or its affiliates may incur as a result of any claim or action arising out of Customer's use of the Products, off label use, improper handling of materials (including sample slides) or non-observance of the instructions and user manuals on part of Customer.

10. **Insurance.** YORKSHIRE BIOSCIENCE shall maintain standard insurance coverage for the industry. Upon Customer's request, YORKSHIRE BIOSCIENCE shall provide evidence of such insurance and, if required subject to separate agreed conditions, may name Customer as an additional insured.
11. **Delays.** YORKSHIRE BIOSCIENCE shall not be liable for delay or failure in performance of any obligations hereunder if performance is rendered impracticable by the occurrence of any condition beyond the reasonable control of YORKSHIRE BIOSCIENCE. In the event of any such delay or failure in performance, YORKSHIRE BIOSCIENCE shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances.

12. **Regulatory Terms**

1. **Products Marketed "Research Use Only".** Products referred to or labelled as "Research Use Only" are intended solely for research use and, in particular, are not intended for use in clinical diagnostics. YORKSHIRE BIOSCIENCE makes no claim that such Products provide information for, or are suitable for use in, diagnosis, prevention, monitoring, prediction, prognosis, treatment, or alleviation of disease.
2. **Products Marketed for "In Vitro Diagnostic Use".** Products marketed by YORKSHIRE BIOSCIENCE for IVD use have been cleared by the FDA, and CE marked in the European Union, for IVD use. No license is conveyed or implied for Customer to use, and Customer agrees not to use, such Products in any manner requiring other regulatory approval, clearance or registration relating to IVD use.
3. **Chemical Purposes only.** Products which are or may be drugs, food additives or diagnostic reagents, as described in the federal food, drug and cosmetic act, are for investigational use only in laboratory research animals or testing in vitro, and are not for drug, new drug, veterinary drug, food, food additive or human use. Unless otherwise indicated, all products are distributed and sold for "Chemical Purposes Only", not for drug use or for application to or ingestion by humans or for commercial horticulture use, for pesticide use, for application to or ingestion by animals or for veterinary drug use.

All products sold by YORKSHIRE BIOSCIENCE to Customer shall be used by qualified professionals only.

4. **Beta and Early Access Products.** If any Product is a beta, technology access, early access, or other precommercial release version ("**Pre-release Product**"), then this section applies, and shall supersede any conflicting term in the Agreement. Customer acknowledges that the Pre-release Product is a pre-release version, does not represent final product from YORKSHIRE BIOSCIENCE or its affiliates, and may contain defects, bugs, errors and other problems that could cause system or other failures, sample loss and data loss. CONSEQUENTLY, ANY PRE-RELEASE PRODUCT IS PROVIDED TO CUSTOMER "AS IS", AND YORKSHIRE BIOSCIENCE DISCLAIMS ALL WARRANTIES (INCLUDING THE LIMITED WARRANTY SET FORTH IN SECTION 7.1) AND ALL LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND. Customer acknowledges that YORKSHIRE BIOSCIENCE has not promised or guaranteed to Customer that the Pre-release Product will be announced or made available to anyone in the future, that YORKSHIRE BIOSCIENCE has no express or implied obligation to Customer to announce or introduce the Pre-release Product, and that YORKSHIRE BIOSCIENCE may elect not to introduce a product similar to or compatible with the Pre-release Product. Accordingly, Customer acknowledges that any research or development that Customer performs using the Pre-release Product or any product associated with the Pre-release Product is done entirely at Customer's own risk.
5. **Disclaimer.** YORKSHIRE BIOSCIENCE does not undertake to perform any of Customer's own regulatory obligations, nor assume any responsibility for Customer's business or operations. Customer is solely responsible for its use of Services and Products. Customer 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 Customer's research and any other intended uses. It is solely Customer's responsibility to make sure the Products and Services are suitable for Customer's particular use. The burden for safe use and handling of all products sold by YORKSHIRE BIOSCIENCE to Customer is entirely the responsibility of Customer. Absence of hazardous warnings does not imply nontoxicity.

13. **Use Restrictions.** Except as otherwise approved by YORKSHIRE BIOSCIENCE in writing, Customer shall: (i) use Products in strict accordance with all applicable laws, rules, and regulations, applicable instructions, warnings and other information in user manuals and other Product documentation, and in the manner for which they were intended; (ii) ensure that anyone using the YORKSHIRE BIOSCIENCE Products is adequately trained and does so exclusively for Customer's authorized use, strictly in accordance with the YORKSHIRE BIOSCIENCE Products' designated use and license; (iii) not disassemble, reverse-engineer, reverse-compile, or reverse-assemble any of the Products, separate, extract, or isolate components of the Products or subject any of the Products or components thereof to any analysis not expressly authorized by YORKSHIRE BIOSCIENCE, nor gain access to or attempt to determine the methods of operation of any of the Products; (iv) not transfer, resell, or modify any Product for resale without prior written consent of YORKSHIRE BIOSCIENCE; and (v) not dilute any Product unless instructed to do so in the user manual of the Product.
14. **Export Controls.** Customer acknowledges that the Products and related materials may be subject to export controls under the UK laws. Customer will (i) strictly comply with all legal requirements established under these controls, (ii) cooperate fully with YORKSHIRE BIOSCIENCE in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer or disclose, directly or indirectly, any Product or related technical documents or materials or any direct product thereof to any country (or to any national or resident thereof) which the UK Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer or disclosure is restricted, without obtaining the prior written authorization of YORKSHIRE BIOSCIENCE and the applicable UK Government agency. Customer represents and warrants that it is not designated on, or associated with any party designated on, any of the UK government restricted parties lists. YORKSHIRE BIOSCIENCE may terminate this Agreement and discontinue any ongoing supply to or business with Customer immediately, without notice and without liability, upon YORKSHIRE BIOSCIENCE becoming aware that Customer, or any party associated with Customer, is named on any restricted party list.
15. **Confidentiality.** The parties agree that the Product and Service pricing as well as the terms and conditions offered herein are confidential and proprietary to YORKSHIRE BIOSCIENCE, and Customer shall maintain in

confidence and not disclose such confidential information to any third party, except as required to do so by law or for the purposes of disclosing or providing to Customer's employees, attorneys, accountants, consultants, group purchasing organizations, and other third parties retained by or related to Customer to the extent such disclosure is required in order for such recipient parties to perform their roles or responsibilities on behalf of Customer and provided that such persons and entities are subject to identical confidentiality obligations; Customer will be responsible for the compliance of such persons and entities with the obligations herein. If Customer breaches this section, YORKSHIRE BIOSCIENCE may rescind or terminate any unexecuted quote or agreement or executed quote or agreement immediately and may seek any and all remedies available to it as a result of this breach including injunctive relief and damages. If further confidential information is disclosed among the parties, the parties shall enter into a separate confidentiality agreement. YORKSHIRE BIOSCIENCE maintains the privacy of its customers' information in compliance with relevant law and in accordance with its privacy policy, as posted on its website and amended from time to time.

16. **Third-party subcontractors.** YORKSHIRE BIOSCIENCE may use personnel and resources in other locations or third-party contractors to support the delivery of Products and Services. YORKSHIRE BIOSCIENCE remains responsible in the event that it uses third party contractors for Services.
17. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, except that each party may assign this Agreement in the event of a change of control relating to operations of sale, acquisition, merger, take-over, transformation, demerger, wind-up implying the transfer or liquidation of the majority of the assets, voting rights or stock of a corporation. Assignment of YORKSHIRE BIOSCIENCE's rights to receive payments is not restricted.
18. **Anti-bribery & Anti-corruption.** Each party shall comply with all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to, the United Kingdom Bribery Act (collectively, "**Anti- Bribery Laws**"). Neither party shall cause the other or its representatives or agents to be in breach of any Anti-Bribery Laws. In providing and purchasing the Products and Services, each party (i) agrees not to, directly or indirectly, offer to make, promise, authorize or accept any payment or anything of value, including bribes, gifts and/or

donations to or from any public official, regulatory authorities or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, including to obtain or retain business, and (ii) shall comply with all Anti-Bribery Laws. Each party shall notify the other or its representatives or agents immediately upon becoming aware of any breach under this Section

19. **Notice.** Any formal notice must be in writing and sent to the address on the Order, unless a party designates a different address in writing, with a copy to info@york-bio.com.
20. **Applicable law and competent jurisdiction.** If an Order is placed to YORKSHIRE BIOSCIENCE entity specifying an address in UK, any dispute or claim arising out of or in relation to the Agreement shall be governed by and construed in accordance with the laws of the England and Wales (without regard to the conflicts of laws provisions thereof). The UN Convention on the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the England and Wales courts, provided that YORKSHIRE BIOSCIENCE may elect, at its option, to bring action in the courts for the location of Customer's principal office, and Customer consents to the jurisdiction of such courts with respect to any such action. Any cause of action brought by Customer arising out of or relating to this Agreement or to Products and/or Services purchased from YORKSHIRE BIOSCIENCE must be brought within one year after such cause of action arose. Actions not commenced by Customer within one year are permanently barred.
21. **Entirety.** If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in the Agreement affects statutory rights that cannot be waived or limited by contract. These Terms constitute the entire agreement between Customer and YORKSHIRE BIOSCIENCE and is the final statement of the terms of the agreement, superseding all prior written and oral agreements, understandings and undertakings with respect to the Products and Services. No oral statements, recommendations or assistance given by a representative and/or distributor of YORKSHIRE BIOSCIENCE to Customer or its representatives in connection with the use of the Products or Services will constitute a waiver by YORKSHIRE BIOSCIENCE of any of the provisions hereof, or affect YORKSHIRE BIOSCIENCE's liability

herein. YORKSHIRE BIOSCIENCE's failure to exercise any rights under this Agreement is not a waiver of its rights to damages for Customer's breach of contract and is not a waiver of any subsequent breach.