

1. **Contract Terms.**

11 **General Terms.** These Bioproduction Supplementary Product and Services Terms and Conditions ("Bioproduction Terms") apply to the provision and your use of Bioproduction Products (defined below), provided by Life Technologies Corporation and affiliated entities Life Technologies Limited; Advanced Scientifics, Incorporated; Doe & Ingalls Management, LLC; Doe & Ingalls Ltd.; Finesse Solutions, Inc.; Life Technologies BPD UK Limited; and/or Avances Cientificos de Mexico, S. de R.L. de C.V. (individually, and collectively, referred to in these Bioproduction Terms as "us", "we", or "our"). These Bioproduction Terms are included as Supplementary Terms to the thermofisher.com Terms and Conditions of Sale ("Terms and Conditions of Sale"), available at www.thermofisher.com/legal and defined therein, and, together with our quotation (if any), Documentation, and any other applicable Supplementary Terms, comprise the agreement ("Agreement") between you and us for your purchase, and our sale of Bioproduction Products. 23 Our rights, duties and obligations under the Agreement, including but not limited to product manufacture, shipment, invoicing payment processing, and/or Services, may be enforced or performed by any of our affiliates. In the event of a conflict among the contract documents, the following order will apply as to the conflicting terms: our quotation, the Bioproduction Product Documentation (defined below), other Supplementary Terms, the Bioproduction Terms, and then the Terms and Conditions of Sale.

12 **Bioproduction Terms - Specific Definitions.** For purposes of these Bioproduction Terms, the following definitions apply. All other capitalized terms have the meanings assigned in the Terms and Conditions of Sale.

"**Binding Forecast**" means a written 6 month forecast for Consumables submitted by you to us as part of the Forward PO, which once confirmed in writing by us becomes binding on the parties.

"**Bioproduction Product(s)**" means, generally, individually, and collectively, Equipment and/or Consumables.

"**Confirmation**" means a written confirmation of your participation in the Forward PO program for the Consumables listed in the Forward PO and which are part of the Binding Forecast.

"**Consumable(s)**" means consumable products used in bioproduction processes, including but not limited to: cell culture media; sera; reagents; buffers; process liquids; chemicals; compounds; supplements; single-use, flexible and rigid fluid containment systems for bioprocessing and liquid handling, including system components such as containers, bags, liners, ports, tubing, fittings, manifolds, filters, sensors and end treatments; contaminant and impurity detection, quantitation, and identification products; protein characterization products; affinity ligands; and chromatography resins, provided by us to you.

"**Custom**" means customized or special Bioproduction Products, and/or Services that are manufactured or performed to written instructions, specifications or designs agreed to in writing by you and us.

"**Deliverables**" means the written results of the Services performed by us for you.

"**Documentation**" means labels affixed to Bioproduction Products or packaging; documentation, specifications, limited use label licenses and/or accompanying package inserts shipped with the Bioproduction Products or Deliverables; certificates of analysis or conformation made available for Bioproduction Product; and/or documentation, specifications, use guidelines or instructions available in our catalogs or on our website for the applicable Bioproduction Product.

"**Equipment**" means durable bioproduction and bioprocess liquid handling instruments and equipment including but not limited to bins; vessels; single-use bioreactors; single-use mixers; single-use fermentors; and related controllers and software provided by us to you.

"**Forward PO**" means a binding forward purchase order submitted by you to us in order to obtain continuity of supply for Consumables.

"**Service(s)**" means services, analysis, or studies provided by us to you in order to improve the usability, fit and/or function of Bioproduction Products, including, but not limited to, those under the title Stability Studies, Factory Acceptance Testing, or Site Acceptance Testing Services (or any combination thereof). "Services" excludes media or cell line development or optimization services, and any services where the deliverables include biological materials, which such services must be provided under a separate mutually executed agreement between you and us.

"**SKU Number**" means our stock-keeping unit, part number, or product identification number assigned to the Bioproduction Product or the raw materials or components associated with the Bioproduction Product in our business systems.

"**SOW**" means written study or testing protocols and/or statement(s) of work mutually agreed upon between the parties.

"**Specifications**" means our current, documented specifications or designs for Bioproduction Products or Services in effect at the time of order confirmation; or in the case of Custom Bioproduction Products, Specified Components or Custom Services, "Specifications" means the mutually agreed upon written specifications or designs for such Custom Bioproduction Products, Specified Components or the mutually agreed to quote or SOW for such Custom Services.

"**Specified Components**" means specified raw materials, components, sources, brands or suppliers requested by you to be used in the manufacture or assembly of Custom Bioproduction Products or the performance of Services and includes Consumables and other products and substances manufactured or supplied by third parties, including those products that you purchase through any of our sales channels or affiliates.

2. **Warranty.**

21 **Limited Warranty for Bioproduction Products and Services.** Bioproduction Products will be shipped to you in conformance with the Specifications and with good title. Services will be provided for you in conformance with the quote or SOW.

You will have the earliest to occur of: the end of the shelf life, the expiry date, or 1 year from the date of shipment for Bioproduction Products, and 1 year from the date of performance for Services, to submit a warranty claim as provided in Section 2.5.

22 **Limited Warranty for Spare Parts.** We also warrant that spare parts you purchase from us and that we install, or are installed by a company we have certified as an authorized installer, will be shipped in conformance with the Specifications. You will have 3 months from the date we deliver them, or, if longer, the original warranty period of the Equipment in which the part is installed to submit a warranty claim for the spare part(s). We do not warrant parts that you do not purchase from us or we do not install. Spare parts are sold "as is".

Exclusions. In addition to our exclusion for third party products as set out in Section 2.6, our warranties for Bioproduction Products do not apply to (a) normal wear and tear, (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) use of the Bioproduction Products in a manner for which they were not designed; (e) causes external to the Bioproduction Products such as, but not limited to, external puncturing, power failure or electrical power surges; (f) improper storage and handling of the Bioproduction Products; (g) use of the Bioproduction Products in combination with equipment or software that we did not supply; (h) Equipment sold to you as 'used' products; (i) contact with improperly used or unapproved chemicals or samples; (j) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner, such as, but not limited to, failure to follow the Documentation or instructions in Deliverables, operation outside of stated environmental or other Specifications, or operation with unapproved software, materials or other products; (k) manufacture in accordance with requirements you gave us; (l) installation of software or interfacing, or use of the Equipment in combination with software or products we have not approved; (m) use of the Deliverables or any Documentation to support any regulatory approvals; (n) the performance efficacy or compatibility of Specified Components; and (o) the performance of Custom Bioproduction Products, Specified Components or achievement of any results from the Bioproduction Products, Specified Components or the Services within ranges desired by you, (e.g. pH level for media, or achievement of a specified titer), even if those ranges are communicated to us and are described in Specifications, a quote, or a SOW. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE BIOPRODUCTION PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED BIOPRODUCTION PRODUCTS. WE MAY ALSO VOID YOUR WARRANTY IF YOU SHIP THE BIOPRODUCTION PRODUCT OUTSIDE OF THE UNITED STATES.

If we determine that Bioproduction Products for which you requested warranty services are not covered by the warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates. If we provide repair services or replacement parts that are not covered by this warranty, you will pay us at our then prevailing time and materials rates. You must pay for all manufactured lots of Custom Bioproduction Products so long as they comply with the Specifications, even if the Custom Bioproduction Products do not perform to your expectations in your own applications.

24 **Limitations.** OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A BIOPRODUCTION PRODUCT, OR REPERFORM THE SERVICES, IS YOUR SOLE REMEDY. EXCEPT FOR THE WARRANTIES DESCRIBED IN THESE BIOPRODUCTION TERMS, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE BIOPRODUCTION PRODUCTS, DELIVERABLES, DOCUMENTATION OR SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE BIOPRODUCTION PRODUCTS DELIVERABLES, DOCUMENTATION OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

25 **Remedies.** During the applicable warranty period only, for Bioproduction Products or Services not meeting our warranty, we agree, in our sole discretion, to repair or replace that portion of Bioproduction Product or Deliverables which do not conform to the Specifications, re-perform that portion of the Services so that they conform with the quote or SOW, and/or provide additional parts as reasonably necessary to comply with our warranty obligations, as applicable, but you must first (a) promptly notify us in writing when you discover any defect or non-conformance, and include in the notice the details of your warranty claim as requested by our Customer Services Dept.; and (b) after our review, assuming we authorize the Bioproduction Product return, we will provide you with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions that you must follow. You may be required to provide a sample of any claimed non-conforming Bioproduction Product. For valid product warranty claims timely made in accordance with these Bioproduction Terms, you may return the non-conforming Bioproduction Products to us and we will prepay the shipping costs. For non-conforming Equipment only, we may choose to provide you, new or refurbished replacement parts. For non-conforming Services only, we will re-perform the Services.

26 **Specified Components.** We do not support or make any warranties about Specified Components. The provision and use of Specified Components may be governed by a third-party manufacturer's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims concerning Specified Components. We agree, however, to assign to you any warranty

rights we may have from the original manufacturer or third party supplier, concerning the Specified Components to the extent the original manufacturer or third party supplier allows. Custom Products or Custom Services which include Specified Components may be subject to price increases at any time, before or after the issuance of a quote due to changes in the Specified Component supplier's prices. We will not be obligated to provide quantities of Custom Product or deliver Custom Services incorporating Specified Components due to a failure of such Specified Component suppliers. You represent and warrant that the inclusion of the Specified Component in a Custom Product, use with a Bioproduction Product, or use as part of Custom Services, will not infringe any third parties' rights and you will indemnify and hold us harmless from any such third party claims.

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3. **Use and Regulatory Restrictions.** You must use Bioproduction Products and Deliverables in accordance with our Documentation and, if applicable, other associated Supplementary Terms (including without limitation, a research use only product label or limited use label license). In the absence of any intended use statement in the Documentation or other Supplementary Terms associated with such Bioproduction Products, which will control, Bioproduction Products are intended for research use or further manufacturing in bioprocessing applications, and not for diagnostic use or direct administration into humans or animals, we do not submit Bioproduction Products for regulatory review by any governmental body or other organization, and we do not validate them for clinical or diagnostic use, for safety and effectiveness, or for any other specific use or application. You are solely responsible for making sure that the way you use our Bioproduction Products and/or Deliverables complies with applicable laws, regulations and governmental policies, and that Bioproduction Products and/or Deliverables are used by technically-qualified individuals. You must obtain all necessary approvals and permissions you may need. It is solely your responsibility to make sure the Bioproduction Products and/or Deliverables are suitable for your particular use.

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4. **Intellectual Property.**

4.1 **Limitation of Rights.** As between you and us, we exclusively own all intellectual property rights relating to our Bioproduction Products, Services, Documentation and Deliverables. Unless we expressly state otherwise in Supplementary Terms, our selling Bioproduction Products to you grants you only a limited, nontransferable right under our intellectual property. Only you may use the Bioproduction Products or Deliverables you have obtained from us, and only for your internal research or further manufacturing purposes in accordance with Section 10.4. No right to transfer, distribute or resell our Bioproduction Products, Documentation or Deliverables or any components of the foregoing is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our or our affiliates' brands, trade or service marks on the Bioproduction Products, Documentation or Deliverables. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

4.2 **Commercial Applications; Additional Rights.** Unless we expressly state otherwise in other associated Supplementary Terms, we give no rights to use our Bioproduction Products for commercial purposes such as resale, distribution or reporting the results of your activities for a fee or other consideration. If you desire to use Bioproduction Products for commercial purposes, please contact our out-licensing department at outlicensing@thermofisher.com. Where your use of Bioproduction Products or Deliverables is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights from us and third parties related to such use.

4.3 **Intellectual Property Ownership.** We exclusively own all intellectual-property rights in 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 us, or jointly by you and us, in relation to processes, methods, or related synthesis of a Bioproduction Product or Service, or otherwise in connection with designing or manufacturing a Bioproduction Product or performing a Service. You hereby transfer and assign to us all your right, title, and interest in and to any such intellectual property, and at our request and at our expense, you will help us secure and record our rights in the intellectual property.

5. **Consumables Forward PO Program; Storage.**

5.1 **Consumables Forward PO.** If you desire to participate in our Forward PO program, you will submit a Binding Forecast, and we will send a Confirmation. The Confirmation will contain the SKU Numbers for the raw materials or components to be used in the production of the Bioproduction Products in the Binding Forecast, and the price or quote reference. You will have 2 business days from the date of the Confirmation to cancel or make modifications to the Confirmation in writing. If you do not cancel or make modifications to the Confirmation, the Confirmation will be binding on both parties and we will proceed to purchase the raw materials described in the Confirmation and produce such **Bioproduction Products** according to the Specifications. We may deliver the Forward PO **Bioproduction Products** up to 4 weeks prior to the originally requested delivery date described in the Binding Forecast upon written request by you and with confirmation by us. We will accept multiple release shipments against the Binding Forecast and will invoice each shipment separately. Upon the expiration of the Binding Forecast, any remaining Bioproduction Products produced but not yet shipped under the Binding Forecast will be shipped to you and invoiced, and if such Bioproduction Products have not been produced, we may invoice you for the burdened cost raw materials described in the Confirmation not yet used in manufacture of the Bioproduction Products.

Storage; Fees. If you fail to take delivery of the Bioproduction Products pursuant to your order or according to the Binding Forecast schedule, we may provide storage and assess storage fees and excess inventory fees for raw materials and finished Bioproduction Products that are held at our facilities past the original requested delivery date. If you still have not taken delivery of the raw materials and finished Bioproduction Products three (3) months past the original requested delivery date, unless we agree in a signed writing to continue to hold the raw materials and finished Bioproduction Products for additional storage fees and an excess inventory fee which we will invoice you for and you will pay to us, we will ship the raw materials and finished Bioproduction Products to you and invoice you for them.

6. **Bioproduction Product Returns and Shortages.**

6.1 **Returns and Shortages.** We want you to receive our Bioproduction Products in good condition. You may return a Bioproduction Product that is damaged or defective on delivery, or correct any shortages, if you contact Customer Services within 5 days after receiving the Bioproduction Product. If you do not contact us within this 5-day period, we will deem the Bioproduction Product accepted, but you will not waive the warranties described in Section 2 above.

6.2 **Authorization for Returns.** Customer Services must authorize all Bioproduction Product returns. If your Bioproduction Product return is authorized, Customer Services will provide you directions regarding the return process. Customer Services may not authorize some Bioproduction Products for return.

6.3 **Bioproduction Product Credit Eligibility.** To be eligible for Bioproduction Product credit, a Bioproduction Product authorized for return must arrive at our facilities in a condition satisfactory for resale. At our discretion and unless as otherwise agreed, any return not due to our error is subject to a restocking charge up to the value of the returned Bioproduction Product. We do not credit shipping charges. You may not return a Bioproduction Product for credit more than 20 days after you receive it.

6.4 **Custom Bioproduction Product and Specified Components Returns.** You may return a Custom Bioproduction Product or Specified Components we make or sell to you only if the Bioproduction Product does not conform to the Specifications as of the date of shipment. In that case, we will, in our sole discretion, either replace the non-conforming Custom Bioproduction Product or Specified Components or provide a credit for the purchase price for the non-conforming Custom Bioproduction Product or Specified Components.

7. **Custom Products and Specified Components**

7.1 **Declining to Make or Deliver.** If you ask us to manufacture a Custom Bioproduction Product, we may decline to design or manufacture such Bioproduction Product—at any stage of the process - if such Bioproduction Product is unsuitable or commercially impractical to be synthesized in the way you specified. If so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined Custom Bioproduction Product. If a Specified Component fails, or is delayed in delivery, we may delay or cancel the Custom Bioproduction Product's or Specified Component's delivery without liability to us.

7.2 **Your Responsibilities.** By submitting an order for a Custom Bioproduction Product or Specified Component, you represent and agree that you:

(A) have given us all information you know of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us or any Specified Components; and

(B) have the right, including but not limited to any necessary intellectual property rights, to allow us to manufacture the requested Custom Bioproduction Product, use the Specified Component, provide the Service, or provide the Deliverable.

8. **No Exclusivity.** You acknowledge and agree that we are in the business of manufacturing catalog and custom products for the bioproduction and biomanufacturing industry, as well as providing development, consulting and custom manufacturing services in these fields. Nothing in this Agreement prohibits us, independently or by collaboration with third parties, from developing items, goods, material, samples, information and/or data similar or identical to the Custom Bioproduction Products or Services we provide to you.

9. **Services.** These Bioproduction Terms apply to the provision of the Services described in any quote and/or SOW. If you desire to obtain Services from us and if we, in our sole discretion, are willing to consider the same, then we will prepare a written quote and/or SOW for such Services. Any change to Specifications or SOW may mean a price change. We will not accept an order for Services unless we have issued a SOW for those Services. Orders for Services may not be cancelled after 48 hours of order placement. Unless otherwise specified, Services are not performed under cGMP or regulated conditions and Deliverables are not intended to be used in any regulatory filings or to support regulatory approvals. You must pay for all Services performed so long as they are performed in material compliance with the Specifications in the quote or SOW agreed upon by you. We have no obligation to perform Services after the expiration of a written quotation.