

BIOPRODUCTION PRODUCT AND SERVICES TERMS AND CONDITIONS OF SALE

Thank you for your interest in purchasing Bioproduction Products and/or Services (defined below). We value your business and our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please refer to the “Support” section of our website. Unless otherwise expressly agreed in writing, your purchase of Bioproduction Products and/or Services is subject to the following Terms and Conditions (“Terms”).

1. Agreement Terms

1.1 General Terms. These Terms, our quotation, if any, and Supplementary Terms (defined below), if any, comprise the agreement (“Agreement”) between you and one or more Thermo Fisher Scientific Inc. affiliates, including Life Technologies Corporation; Life Technologies Limited; Advanced Scientifics, Incorporated; Doe & Ingalls Management, LLC; Doe & Ingalls Ltd.; Finesse Solutions, Inc.; Life Technologies BPD UK Limited; EP Scientific Products LLC; Thermo Electron LED GmbH; Nalge Nunc International; and/or Avances Cientificos de Mexico, S. de R.L. de C.V (individually, and collectively, referred to herein as “Thermo Fisher”, “us”, “we”, or “our”). Unless your order is subject to a valid, written, executed agreement between you and Thermo Fisher, in which case such agreement applies, you agree to accept and be bound by these Terms by ordering Bioproduction Products (including any related Services) on thermofisher.com or otherwise via Thermo Fisher when you receive ordering or sales documents. The Agreement is the complete and exclusive contract between you and us with respect to your purchase and our sale of the Bioproduction Products and/or Services.

1.2 Supplementary Terms. Some of our Bioproduction Products are subject to software licenses, limited use label licenses or other written contract terms that you will not find here (“Supplementary Terms”). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on thermofisher.com, or in our Documentation (defined below). You may also obtain copies from Customer Service.

1.3 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) our quotation; (b) any applicable Supplementary Terms; and finally (c) these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in the Agreement differ from the terms of your offer, the Agreement will serve as the governing terms for our contract.

1.4 When Agreement Takes Effect. The Agreement between you and us is created when you receive email confirmation that we have accepted your order or when we have shipped the Bioproduction Product(s) or otherwise initiated action to provide the Services. We reserve the right to change these Terms and the Supplementary Terms at any time, and any changes we make to these Terms will apply to the Agreement between us for any order we receive after changes are made.

1.5 Agreement Defined Terms. Capitalized terms used herein have the following definitions:

“Additional Rights” means third party intellectual property rights, or other rights from us such as commercial use rights or intellectual property rights, to use Bioproduction Products or Deliverables beyond that described in the Supplementary Terms.

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

“Consumable(s)” means consumable Bioproduction 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 Bioproduction Products or Deliverables; certificates of analysis or conformance made available for applicable Bioproduction Products; and/or documentation, specifications, use guidelines or instructions available in our catalogs, on our website, or that we provide to you for applicable Bioproduction Products.

“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 fermenters, and related controllers and software provided by us to you.

“FAT” means factory acceptance testing Services performed by us on Equipment at our manufacturing, warehouse or shipping facility according to our standard protocols which may be provided to you in writing before such performance. You may observe FAT with our written permission.

“Install” or “Installation” means our installation of the Equipment at your facility after delivery and according to our standard protocols which may be provided to you in writing before such performance.

“SAT” means site acceptance testing using Thermo Fisher’s standard protocols and which tests are similar or reduced in scope as FAT the only difference being that the SAT is performed at your site, rather than the site of shipment.

“Service(s)” means services or studies provided by us to you related to the form, fit and/or function of Bioproduction Products, including, but not limited to, those under the title Stability Studies, FAT, Installation, SAT (or any combination thereof), as well as related to the procurement, storage, distribution, marketing and sale of chemicals and other Consumables. “Services” excludes media or cell line development services, media or cell line optimization services, media or cell line analytical testing services, custom qualification, stocking or warehousing 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 Service 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 acceptance and/or 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, or Specified Components, or the mutually agreed to

quotation 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 Custom 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. Price

2.1 Determining Price. We may change our prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. Additionally, the price as shown in our quotation or SOW to you is subject to adjustment on account of any change to Specifications; quantities; raw materials; cost of production; shipment arrangements, including expedited shipping and handling charges; currency exchange; import/export duties or tariffs; or terms or conditions which such terms or conditions are not part of our original price quotation. If no price has been specified or quoted to you, the price will be the Bioproduction Product or Service price on thermofisher.com in effect at the time we accept your order.

2.2 Taxes and Fees. Our Bioproduction Product and/or Service prices do not include any taxes (including VAT), surcharges, duties, tariffs, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

2.3 Delivery Fees; Freight Policy. You are also responsible for delivery, insurance, Equipment installation and handling charges, if any, and our Bioproduction Product prices do not include such charges unless expressly stated. If we pay such charges, we will add them to your invoice.

3. Cancellation and Changes

Once you have placed your order for Bioproduction Products or Services (Custom or otherwise), you cannot cancel or change it without our prior written consent. In the event that we provide such prior written consent, we may impose cancellation and/or change fees, and we may ship to you and invoice you for raw materials procured to make the Bioproduction Products or perform the Services related to such approved cancellations or changes. You agree accept delivery of such raw materials, and pay for them and/or any respective cancellation and/or change fees imposed. We have no obligation to perform Services after the expiration of a written quotation.

4. Payment

4.1 Payment Terms. We will invoice you for the Bioproduction Product price and all other charges due when we ship you the Bioproduction Product(s) or within 30 days after we begin performing the Services (unless otherwise agreed in writing). Unless we have otherwise agreed in writing, you will pay us within 30 days from our invoice date. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payment terms otherwise specified. Equipment may also be subject to milestone payments which we will provide to you in writing prior to shipment. You will make all payments in the currency specified in our invoice to you.

4.2 Late Payment. If you are late in making payment then, without affecting our other rights, you will make payment to us, upon our demand, of a late payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys’ fees). We also reserve the right to cancel or stop delivery of Bioproduction Products in transit, cease performing

Services and/or withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in the Agreement.

5. Delivery; Yield Variances; Storage

5.1 Delivery. We will ship Bioproduction Products to the destination you specify in your order free carrier (FCA) (Incoterms 2020) our shipping point. You (a) give your consent for us to arrange for carriage and packaging for all Bioproduction Products supplied hereunder on your behalf; and (b) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. We may ship the Equipment within 20 business days of FAT if you fail, during that 20 day period, to make arrangements for shipment of the Equipment after performance of FAT, and you may not refuse delivery of the Equipment, nor payment of the invoice. Our shipping or performance dates are approximate only. Regardless of anything stated in our pre-printed quotation, confirmation or invoice documentation we may ship on, prior to, or after the confirmed estimated date of shipment. We will not be liable for any loss or damages resulting from any delay in delivery or failure to deliver. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a Bioproduction Product to you is delayed due to any cause within your control, we will place the delayed Bioproduction Products in storage at your risk and expense.

5.2 Yield Variances. You agree that our production of quantities specified in confirmed order(s) for cell culture media, sera, reagents, buffers, process liquids, chemicals, compounds, supplements, affinity ligands and chromatography resins Consumables may vary by +/- 5% of the quantity of such Consumables requested (“Yield Variance”), and you agree to accept any such Yield Variances as conforming to such order(s) for the purposes of the Consumable quantities ordered. Regardless of the foregoing, we will invoice you for actual Consumable quantities delivered to you. Our delivery of quantities of these cell culture media, sera, reagents, buffers, process liquids, chemicals, compounds, supplements, affinity ligands and chromatography resins Consumables within the Yield Variance are considered conforming and cannot be rejected by you for reasons of quantity nonconformance.

5.3 Storage; Fees. If you fail to take delivery of the Bioproduction Products pursuant to your order, we may, at our sole discretion, provide storage for such Bioproduction Products at your cost and risk. In such case(s) we will assess storage fees Bioproduction Products that are held at Thermo Fisher facilities past the original requested delivery date and you will be responsible for any damage or loss while these Bioproduction Products are stored on your behalf. If you still have not taken delivery of the Bioproduction Products 3 months past the original requested delivery date, unless we agree in a signed writing to continue to hold the Bioproduction Products for additional storage fees and an excess inventory/reserve/storage fee which we will invoice you for and you will pay to us, we will ship the Bioproduction Products to you and invoice you for them.

6. Risk of Loss and Title

Excluding software incorporated within or forming part of a Bioproduction Product, which we or our licensors continue to own, title to and risk of loss of the Bioproduction Products will pass to you when we load them onto the commercial carrier at our facility.

7. Bioproduction Product Returns

7.1 Returns. Our Customer Service team must pre-authorize all Bioproduction Product returns. Subject to Section 5.2 above, our Customer Service team will approve return of any Bioproduction Product that is damaged, defective, or non-confirming to the Specifications on receipt, provided you contact our Customer Service team in writing within 5 days after receiving the Bioproduction Product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store the Bioproduction Product using reasonable care or as otherwise indicated on the label, in Supplementary Terms, Documentation, or contained in any written

instruction from us. If you do not contact us within this 5-day period, we will deem the Bioproduction Product accepted, but you will not lose any warranty rights described in Section 8 below. You may be required to provide a sample of any Bioproduction Product that you claim is damaged, defective or non-conforming to the Specifications for us to consider authorizing a Bioproduction Product return.

7.2 Bioproduction Product Credit Eligibility. If our Customer Service team pre-authorizes a Bioproduction Product for return by issuing a return authorization number to you, then the Bioproduction Product must arrive at our facilities with such return authorization number in a condition satisfactory for resale and in compliance with any return instructions we provided as further described in Section 8.6. Any return not due to our error is subject to a restocking charge of at least 25% of the sale price. We do not credit shipping charges, except as provided under Section 8.6 of these Terms. You will not receive credit for any Bioproduction Product returned without a return authorization number from us.

7.3 Custom Bioproduction Product Returns. You may return a Custom Bioproduction Product only if the Custom 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 provide a credit for the purchase price of the non-conforming Custom Bioproduction Product.

8. Warranties

8.1 Limited Warranties for Bioproduction Products and Services. Unless a different warranty is included in applicable Supplementary Terms or Documentation, we warrant that each Bioproduction Product will meet its Specifications at the time of shipment and Services will be provided to you in conformance with our quotation or SOW. Unless we otherwise agree in writing, 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. The warranty lasts from the date we ship the Bioproduction Product or perform the Services until the earlier of: (a) the expiry or "use by" date; (b) its specified number of uses; or (c) 12 months from the date we ship the Bioproduction Product or perform the Services.

8.2 Limited Warranty for Equipment. Unless a different warranty is included in applicable Supplementary Terms or Documentation, we warrant that Equipment will be free of defects in materials and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for 12 months from the date we ship the Equipment to you, or in the case of Equipment that requires Installation by our personnel, 12 months from Installation, but in no event longer than 15 months from the date we ship the Equipment to you. We may offer a longer warranty period for an additional price and as such longer warranty period is in a writing provided by us.

8.3 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 free of defects in materials and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for 3 months from the date we deliver them, or, if longer, the original warranty period of the Equipment in which the part is Installed. We do not provide warranties for parts that you do not purchase from us or we do not install. These parts are provided "as is".

8.4 Exclusions. In addition to our exclusion for Specified Components and third party products as set out in Section 8.7 below, 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) causes external to the Bioproduction Products such as, but not limited to, external puncturing, power failure or electrical power surges; (e) Equipment sold to you as "used" products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow the Documentation, Supplementary Terms, or instructions in Deliverables, operation outside of applicable environmental

Specifications, use Specifications, or other Specifications, or otherwise in a manner for which they were not intended or designed, or operation with unapproved software, materials or other products; or (g) products (including, without limitation, Custom Bioproduction Products) manufactured in accordance with requirements you gave us. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE BIOPRODUCTION PRODUCT(S) 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 PRODUCT(S). WE MAY ALSO VOID YOUR WARRANTY IF YOU SHIP THE BIOPRODUCTION PRODUCT OUTSIDE OF THE COUNTRY TO WHICH WE SHIPPED THE BIOPRODUCTION PRODUCT(S) TO YOU.

If we determine that Bioproduction Products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this 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.

8.5 Limitations.

(A) OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A BIOPRODUCTION PRODUCT, OR RE-PERFORM SERVICES, THAT DOES/DO NOT MEET OUR WARRANTY(IES) STATED IN SECTIONS 8.1 - 8.3 ABOVE IS YOUR SOLE REMEDY.

(B) EXCEPT AS OTHERWISE STATED, 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:

- (a) OF MERCHANTABILITY;
- (b) OF NON-INFRINGEMENT;
- (c) OF FITNESS FOR ANY PARTICULAR PURPOSE; AND/OR
- (d) THAT THE BIOPRODUCTION PRODUCTS, DELIVERABLES, DOCUMENTATION OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8.6 Remedies. During the applicable warranty period only, for Bioproduction Products or Services not meeting our warranty(ies) stated in Sections 8.1 - 8.3 above, we agree, in our sole discretion, to repair that portion of Equipment that is defective or repair or replace that portion of Consumables or Deliverables which does not conform to the Specifications, re-perform that portion of the Services so that they conform with our quotation or SOW, and/or provide additional parts as reasonably necessary to comply with our warranty obligations, as applicable, but you must first promptly notify us in writing when you discover any defect or non-conformance, and include in the notice clear details of your warranty claim. After our review, assuming we pre-authorize the Bioproduction Product return, we will provide you with service data and/or a return authorization number and instructions, which may include biohazard decontamination procedures and other Bioproduction Product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with these Terms, you must return the non-conforming Bioproduction Products to us, unless we agree otherwise, and we will prepay the shipping costs for such non-conforming Bioproduction Products. For Equipment only, we may choose to provide you with new or refurbished replacement parts. We will ship your repaired or replacement Bioproduction Products according to our Delivery terms in Section 5 of these Terms. For non-conforming Services only, we will re-perform the Services.

8.7 Specified Components and Third Party Products. We do not support or make any warranties about Specified Components or products

manufactured or supplied by third parties that you purchase through any of our sales channels. 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 Bioproduction Products and/or Custom Services which include Specified Components may be subject to price increases at any time, before or after the issuance of our quotation due to changes in the Specified Component supplier's prices. We will not be obligated to provide quantities of Custom Bioproduction Products or deliver Custom Services incorporating Specified Components due to a failure of such Specified Component suppliers. You represent and warrant that the inclusion of a Specified Component(s) in a Custom Bioproduction 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.

8.8 Use Restrictions. You may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Bioproduction Products provided hereunder without our prior written consent.

9. Indemnification

9.1 Our Indemnity.

(A) Our Infringement Indemnity. We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you alleging infringement of any intellectual property rights owned by such third party arising directly and solely from a Bioproduction Product, as manufactured and provided by us to you, but always excluding use and/or combination of such Bioproduction Product with other products or components, including, without limitation, Specified Components. This infringement indemnity does not apply to (a) claims that arose based on your failure to comply with the Agreement; (b) claims that arose based on your failure to acquire any applicable Additional Rights; (c) Bioproduction Products that we made, assembled or labeled in reliance upon your instructions, specifications, other directions, Specifications, or Specified Components; (d) your use or resale of Bioproduction Products; (e) modifications made by you or any third party; (f) Bioproduction Products originating from third parties; or (g) claims that arise from artificial intelligence generated content.

THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND, SUBJECT TO SECTION 11.4 OF THESE TERMS, YOUR ONLY REMEDY FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY BIOPRODUCTION PRODUCT.

(B) Conditions to Our Indemnity. As a condition to our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; (d) give us your reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred, including allowing us to exercise any and all of the options set out in Section 11.4 of these Terms.

9.2 Your Indemnity of Us. If a third party makes a claim against us for infringement of its intellectual property rights based on (a) our manufacture or sale of a Bioproduction Product or Custom Bioproduction Product we make under your instructions, specifications, or other directions, or using Specified Components or materials that you provide to us; (b) your failure to comply with the Agreement; (c) your failure to acquire any applicable Additional Rights; or (d) your modification, use or resale of a Bioproduction Product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees and other costs of defending and/or

settling any action) that we may have to pay as a result of the claim.

10. Software

10.1 Definitions. With respect to any software products incorporated in or forming a part of our Bioproduction Products, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor, as applicable, retain all rights and interest in software products we provide you.

10.2 License. We hereby grant to you a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software we provide you under the Agreement solely for your own internal business purposes on the Equipment we provide you hereunder, and to use the related Documentation solely for your own internal business purposes. This license will automatically terminate when your lawful possession of the associated Equipment provided hereunder ceases, unless earlier terminated as provided in the Agreement.

10.3 Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related Documentation provided hereunder. You may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without our prior written consent. We will be entitled to terminate this license if you fail to comply with any term or condition herein.

10.4 Return of Software and Documentation. You agree, upon termination of this license, immediately to return to us all software products and related documentation provided hereunder and all copies and portions thereof.

10.5 Third Party Software. The warranty and indemnification provisions set forth in the Agreement will not apply to third party owned software products we provide you. We agree, however, to assign to you any warranty rights we may receive from the original developer or third party supplier, to the extent the original developer or third party supplier allows.

11. Intellectual Property

11.1 Use Limitations. 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 sale of Bioproduction Products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of Bioproduction Products purchased from us for your internal research or further manufacturing purposes, in bioprocessing applications, and not for diagnostic use or any direct consumption by or application to humans or animals and subject to Section 16.3. We also grant to you a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use the Deliverables we provide you under the Agreement solely for your own internal business purposes and solely with the applicable Bioproduction Products we provide you hereunder. 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 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.

11.2 Commercial Applications; Additional Rights. Unless we expressly state otherwise in Supplementary Terms, we give no rights to use our Bioproduction Products or Deliverables in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in

respect of our Bioproduction Products or Deliverables (including the right to perform fee-for-services), 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.

11.3 **Intellectual Property Ownership.** Unless otherwise specified in applicable Supplementary Terms, 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, designs, methods, or related synthesis of a Bioproduction Product or Service. You agree to transfer and assign to us all your right, title, and interest in and to any such intellectual property. At our request and at our expense, you will help us secure and record our rights in the intellectual property.

11.4 **Intellectual Property Infringement.** We want to avoid claims of intellectual property infringement. If we believe a Bioproduction Product we have sold to you may be subject to a claim for intellectual property infringement, you must allow us (at our option) to either (a) secure for you the right to continue using the Bioproduction Product; (b) substitute the Bioproduction Product with another suitable product with similar functionality; or (c) tell you to return the Bioproduction Product to us and we will refund to you the price you paid. In the case of Equipment, we will take off a reasonable amount for the Equipment's use, damage or because it is now out of date or out of use.

12. **Custom Products, Services, and Specified Components**

12.1 **Declining to Make or Deliver.** If you ask us to manufacture a Custom Bioproduction Product, we may decline to design or manufacture that Custom Bioproduction Product at any stage of the process without liability to us if such Bioproduction Product is, in our sole opinion, unsuitable or commercially impractical to manufacture as specified. If so, we will notify you, and unless otherwise agreed, 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.

12.2 **Your Responsibilities.** By submitting an order for a Custom Bioproduction Product, Specified Component, or Service, 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 requisite rights, including but not limited to any necessary intellectual property rights, including, without limitation, Additional Rights, to allow us to manufacture the requested Custom Bioproduction Product, use the Specified Component, provide the Service, or provide the Deliverable.

12.3 **No Exclusivity.** You acknowledge and agree that Thermo Fisher is in the business of manufacturing catalog and custom products for the bioproduction, bioprocessing, and biomanufacturing industries, as well as providing related development, consulting and custom manufacturing services. Nothing in the Agreement prohibits us, independently or in collaboration with third parties, from developing items, goods, materials, samples, information and/or data similar or identical to the Bioproduction Products, Services, Custom Bioproduction Products, or Deliverables we provide to you.

13. **Equipment-Related Services; Installation Restrictions**

13.1 **Equipment Related Services.** When you purchase Equipment, we may install it and provide training, maintenance, repairs, or any other services that you and we expressly agree on ("Equipment Services"). We also offer annual and other Equipment Service plans. All Equipment Services are subject to our Equipment Services Supplementary Terms, quotation, and SOW. For full details of our Equipment Service plans

and to obtain a copy of our Equipment Services Supplementary Terms, please check our website and/or contact our Customer Service team.

13.2 **Equipment Installation and Acceptance.** If we perform Installation, the Equipment will be considered accepted by you upon our completion of Installation and SAT, but in no case longer than 15 months after the date the Equipment is shipped to you. The appearance of any Equipment defect during or after our Installation will be addressed as provided in Section 8.6 above, but you may not return the Equipment due to such defects. If you fail to arrange for Installation within 15 days after delivery or, if you or any third party performs the installation, the Equipment will be considered accepted by you upon delivery subject to Section 7 above. If you delay the commencement of Installation for a period exceeding six (6) months from the agreed delivery date, the Equipment will be considered delivered, Installed and accepted as described in Section 7.1. In such case, we will issue a final invoice for all completed work to date, including any applicable fees associated with the cancellation of services and you agree to pay such fees according to Section 4.1. Subsequent site services, including Installation, can be initiated through a new order.

13.3 **Installation Restrictions.** If we provide Equipment Services at your premises, it is your responsibility to ensure that the workplace where the Equipment is to be located and/or Equipment Services are to be performed is safe and Equipment is suitably situated in accordance with our instructions within an agreed-upon timeframe prior to the scheduled installation. It is also your responsibility to move the Equipment (uncrated) to the installation location, and/or onto any tabletop where it will be installed, as applicable, and establish appropriate working utilities in accordance with our instructions to avoid any additional handling. We do not install Equipment or perform Equipment Services in biosafety-level-3 laboratories, unless you and we agree otherwise in writing in advance. Under no circumstances do we install Equipment or perform Equipment Services in biosafety-level-4 laboratories.

14. **Limitations and Exclusions of Liability**

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR BIOPRODUCTION PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR BREACH OF WARRANTY IS AS PROVIDED IN SECTION 8 ABOVE.

(B) IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY BIOPRODUCTION PRODUCT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE SPECIFIC BIOPRODUCTION PRODUCT PURCHASED OR SERVICE PERFORMED GIVING RISE TO THE LIABILITY .

(C) THE PROVISIONS IN THIS SECTION 14 DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD AND DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

15. **Export Restrictions**

15.1 **Items.** You acknowledge that each Bioproduction Product and any related software and technology, including technical information we supply you, including those contained in Documentation (collectively "Items"), is subject to U.S., EU and local government export controls.

15.2 **Export Controls.** The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department

of Commerce, or other jurisdictions (the “EAR”), which may restrict or require licenses for the export of Items from the U.S. or E.U., and their re-export to or from other countries.

15.3 Compliance Requirements. You must comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S., E.U. or other applicable government agency or jurisdiction, export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S., E.U. or other applicable government or other jurisdiction; or (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemical/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export, as well as written assurance(s) of compliance with EAR in the form we specify prior to shipment/delivery of Items and/or upon request.

15.4 Audit Cooperation. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants’, agents’ or employees’ violation of this Section 15.

16. Miscellaneous

16.1 No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

16.2 Governing Law. The Agreement and performance under it will be governed by the laws of (a) the state of Massachusetts, if you are located in the U.S. or Canada; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located, if you are not located in the U.S. or Canada, and in the case of (a) or (b) without reference to the applicable jurisdiction’s choice of law provisions. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within 1 year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

16.3 Regulatory Restrictions. In addition to the restrictions set out in Section 11 of these Terms: (a) you must use Bioproduction Products and Deliverables in accordance with our instructions and Documentation; (b) 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; (c) you must obtain all necessary approvals and permissions and any Additional Rights you may need for your use of the Bioproduction Products; and (d) it is solely your responsibility to make sure the Bioproduction Products and/or Deliverables are suitable for your particular use. 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/or effectiveness, or for any other specific use or application.

16.4 Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion Bioproduction Products and Services then available for delivery fairly among our customers.

16.5 No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of the Agreement and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement.

16.6 Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.

16.7 Confidentiality. You agree to keep confidential any non-public technical information (including, without limitation, formulations, drawings, test results and specifications), commercial information (including, without limitation, prices, supplier identities, terms) and/or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our Bioproduction Products or Services. Regardless of the foregoing you may allow regulatory authorities to view Bioproduction Product Documentation as part of an audit of your manufacturing facilities.

16.8 Notices. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party’s specified address.

16.9 Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the Terms or the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.

16.10 Severability. Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

16.11 Use of Affiliates. Our rights, duties, and obligations under the Agreement including, but not limited to, Bioproduction Product manufacture, shipment, invoicing, payment processing, import/export, or performance of Services, may be enforced or performed by any of our affiliates.

May 2025