Instrument Services Terms and Conditions

These terms and conditions apply to instrument services purchased from Life Technologies Corporation (“we” “us” or “our”). If you purchase instrument services from other Thermo Fisher Scientific entities, different terms and conditions may apply. If you have any questions about our quotation, our ordering process, or what terms and conditions apply to your order, please call Customer Services at 1 800 955 6288.

As used in this document, “you” and “your” refer to our Instrument Services customer that appears on the Instrument Services quotation and/or any final Service Plan documents.

1. Contract Terms

1.1 General Terms. These are the contract terms and conditions under which we sell, and/or provide, our Instrument Services to you (“Service Terms”), unless (i) we specifically designate other terms to apply to a specific service; or (ii) if you and we have entered into a valid, active, written agreement that expressly provides that its terms supersede and replace these Service Terms with respect to the services covered by the other agreement. Any additional or different terms and conditions that you may provide to us, are material alterations and we reject them. These Service Terms collectively with any quotation provided by us constitute the “Agreement.” Our offer to sell and/or perform Instrument Services is expressly limited to the terms of the Agreement. By ordering or requesting Instrument Services from us, you agree to accept and be bound by these Service Terms. The Agreement is the complete and exclusive contract between us with respect to your purchase of, or request for, Instrument Services.

1.2 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following order of precedence with the document listed first being given a higher order of priority: these Service Terms, the quotation, and, if you are buying a Service Plan, the service level description of the Service Plan.

1.3 When Agreement takes Effect. The Agreement between us is created when we accept your order or request, either by sending a written confirmation or by initiating performance of the Instrument Services.

2. Service Offerings

2.1 Service Offerings. We offer repair, maintenance, relocation, recertification, training, qualification, and technical and application support services for your instruments and devices (collectively, “Instrument Services”).

2.2 Manufacturer Warranty Services. Some of our Instrument Services are provided as part of the limited instrument manufacturer warranty we offer you when you purchase our instrument.

2.3 Service Plans. We also provide post-manufacturer warranty maintenance and repair Instrument Services called “Service Plans”. Descriptions of our Service Plans are available at http://www.thermofisher.com/instrumentservices.

2.4 Where we Perform Services. We perform most Instrument Services in your lab, but we may perform some Instrument Services for smaller instruments at one of our facilities.

3. Price

3.1 Determining Price. For Instrument Services you purchase, the price is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order.

3.2 Taxes and Fees. Our prices do not include any taxes (including VAT), duties, 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, upon request you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. Payment Terms

4.1 Payment Terms. Unless we indicate another period on our quotation, you must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not setoff payments from one order against another.

4.2 Late Payment. If you are late in making payment, without affecting our other rights, we may suspend performance or cancel your contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge upon request.

4.3 Collection Costs. If we appoint a collection agency or an attorney to recover any unpaid amounts, you must pay, to the extent permitted by applicable law, all reasonable costs of collection, including all associated reasonable attorneys’ fees.
5. **Scheduling**

5.1. **Available Times.** We provide Instrument Services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays.

5.2. **Scheduling.** We will work with you to schedule Instrument Services at a time that is mutually convenient.

6. **Decontamination and Safe Working Environment**

6.1. **Decontamination Obligations.** Before we perform Instrument Services on your instrument, you will fully decontaminate your instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if we request, you will submit to us an accurate and completed certificate of decontamination.

6.2. **Moving Instrument.** If we reasonably request, you agree to move your instrument to another location that we reasonably deem is safe for our employees to perform Instrument Services.

6.3. **Biosafety Level-3 and 4 Laboratories.** We do not service instruments in biosafety level-3 laboratories, unless we agree otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. We do not service instruments in biosafety level-4 laboratories.

7. **Spare Parts**

7.1. **Repair or Replace.** We may repair or replace any parts of the instrument based on our reasonable professional judgment.

7.2. **New, Used or Reconditioned Parts.** We may use new, used, or reconditioned parts. All parts will have the same warranties as new parts. We may retain any replaced part as our property.

8. **Service Plans**

8.1. **Service Level Descriptions.** For service level descriptions of our Service Plans, please go to [http://www.thermofisher.com/instrumentservices](http://www.thermofisher.com/instrumentservices). The terms of Service Plans that apply to you are incorporated into these Service Terms.

8.2. **Instrument Recertification.** If your instrument has not been under our warranty or our Service Plan immediately prior to the time of your requested coverage, before we cover your instrument under a Service Plan, we may require instrument recertification. We will provide instrument recertification services on a time-and-materials basis. If applicable, the fees for any such recertification services will be estimated by us and approved by you in writing, in advance of our performance of recertification services.

8.3. **No Coverage for Ancillary Equipment.** Unless we stated otherwise in our quotation, our Service Plans cover only our instruments and do not include ancillary equipment even if we supplied it.

8.4. **No Replacement of Consumables.** Our Service Plans do not cover replacement of consumable products used on the instruments.

8.5. **Exclusions.** In addition to the above exclusions, our Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) your neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause.

8.6. **Terminating your Service Plan.** Service Plans may be terminated in the following ways:

   (A) **Terminating for Any Reason.** You or we may cancel your Service Plan by sending a written notice of termination to the other at least 30 days before effective date of termination.

   (B) **Terminating for Cause.** We may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without our advance written consent, or we may adjust the cost of providing the Instrument Services at the new location provided you agree in writing to pay the new rate which may be higher.

   (C) **Effects of Termination.** If a Service Plan is terminated by you under Section 8.6(A) or by us under Section 8.6(B), we will charge you for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying Service Plan from its effective date until the effective termination date, or the prorated price of the underlying Service Plan from its effective date until the effective termination date, whichever is greater, plus 15% of the total fee
paid for the underlying Service Plan. We will credit you for any payment that you made to us in excess of this amount and you may use
the credit toward future purchases from us of instruments, consumables or Service Plans. We do not provide cash refunds on account of the
eyeal cancellation of any Service Plan or other agreement for Instrument Services.

9. **Limited Warranty for Instrument Services**

9.1. **Limited Warranty.** We warrant that the Instrument Services we provide to you will be in accordance with the generally
accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within 90 days of
the date the Instrument Services were performed and prior to any unauthorized repair, change, or modification has been made to any part of
the instrument.

9.2. **Exclusions.** Our warranties do not apply to (i) your neglect, carelessness, or misuse, such as but not limited to, connecting
the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using
incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or
your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products
that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees,
agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized
interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or
(v) any defects or damage that we did not cause. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE,
RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE 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 THESE
INSTRUMENT SERVICES AND THE AFFECTED PRODUCTS.

9.3. **Remedies.** During the applicable warranty period only, for services not meeting our warranty, we agree, at our option
to: (i) re-perform the defective Instrument Services, or (ii) refund to you the fee you paid to us for the defective Instrument Services, if
applicable. This section states our entire liability for a valid warranty claim under the Agreement.

9.4. **Limitations.** OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT
TRANSFER THEM. WITH RESPECT TO INSTRUMENT SERVICES, EXCEPT AS EXPRESSLY STATED, WE DISCLAIM ALL
OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT
LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. **Compliance with Laws, Codes, Rules and Regulations**

10.1 We make no representation that the Instrument Services we provide to you will meet or satisfy standards of any
governmental body, including the U.S. Food and Drug Administration. You agree that it is your responsibility to ensure that such services
are adequate to meet your regulation or certification requirements and that all requirements of any governmental body or other organization,
including, but not limited to, any requirement of the U.S. Food and Drug Administration are your responsibility.

10.2 In fulfilling obligations under the Agreement, we and you agree to comply, and to have our and your employees and
subcontractors assigned to the Agreement and business relationship comply, with all applicable laws, codes, rules and regulations which may
relate to our respective activities and responsibilities under the Agreement.

11. **Indemnification.**

11.1. **Our General Indemnity.** We will indemnify and hold you harmless from and against any and all third-party claims for
injury to persons, including death, or damage to tangible property occurring while our employees are on your premises to the extent the
claims are caused by our employees’ gross negligence, recklessness, and willful misconduct, provided we are given prompt notice of any
claim and, to the extent permitted by applicable law, the opportunity to control the defense and settlement of the claim.

11.2. **Conditions to Our Indemnity.** As a condition to any of 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) to the extent permitted by applicable law, allow us to solely control the defense or settlement of the claim; and (d) give us
your reasonable information, co-operation and assistance.

12. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE OR YOU 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 WE OR YOU MIGHT INCUR UNDER THE AGREEMENT, OR
THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE OR YOU HAD NOTICE OF
THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF
INSTRUMENT, EQUIPMENT, OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT, EQUIPMENT, OR OTHER
PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. OUR TOTAL CUMULATIVE LIABILITY IN
CONNECTION WITH THESE SERVICE TERMS, ANY SERVICE PLAN, OR INSTRUMENT SERVICES, INCLUDING WITHOUT
13. **Miscellaneous.**

13.1 **Assignment.** You or we may not transfer or assign your Service Plan or any contract with us for Instrument Services without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Any attempted transfer or assignment in violation of this Section 13.1 will be void. Notwithstanding the foregoing and subject to Section 8.6(B) of these Service Terms, we or you may assign the Agreement without consent to an affiliate or to a purchaser of all or substantially all of our or your assets or in connection with a merger, acquisition, or consolidation, provided that we or you provide written notice to the other of such assignment within a reasonable time from the date of such assignment and further provided that the non-assigning party is not prohibited by law or regulation or business policies from conducting business with the entity to which this Agreement is assigned. Our and your rights, obligations and liabilities will inure to the benefit of and bind our and your successors and assigns.

13.2 **Intellectual Property.** Nothing in these Service Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise, to you, or to limit our rights to enforce our patent or other intellectual property rights.

13.3 **Governing Law.** The Agreement and performance under it will be governed by the laws of the State of Delaware, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

13.4 **Uncontrollable Circumstances.** We or you will not be responsible or liable for failing to perform our or your obligations (excluding your payment obligations) under the Agreement to the extent caused by circumstances beyond our or your reasonable control.

13.5 **No Waiver; Invalidity.** Our or your failure to exercise any rights under the Agreement is not a waiver of our or your rights to damages for breach of contract 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. Headings are for convenience only and shall not be used in the interpretation of these Service Terms.

13.6 **Confidentiality.** All non-public information that either party (“Receiving Party”) receives or acquires from the other party (“Disclosing Party”), either in writing, orally, or through observation of operations, or in the course of fulfilling obligations under the Agreement that is marked as confidential, or if not so marked, which a reasonable person would identify as confidential given the nature of the information and the circumstances of its disclosure (“Confidential Information”) shall be held by the Receiving Party in confidence at all times, employing reasonable means to protect the confidentiality of the Confidential Information and used solely as required to perform the obligations under the Agreement, and shall be returned or destroyed when no longer required, or upon request by the Disclosing Party. The Receiving Party shall ensure that all recipients of the said Confidential Information, including a Receiving Party’s employees, agents, subcontractors and/or licensors, comply with the obligations under this section. For the avoidance of doubt, it is understood and agreed that our Confidential Information includes the terms of the Agreement and any non-public technical information, commercial information (including prices, without limitation), manuals or instructions received from us as a result of discussions, negotiations and other communications between you and us in relation to our products or Instrument Services, and your Confidential Information includes the terms of the Agreement and any non-public information about you, your business, operations, and research and development programs, or that is viewed or accessed either during the performance of this Agreement or as a result of discussions, negotiations or other communications between you and us. A Receiving Party will not disclose, or allow to be disclosed, the Confidential Information by any means to any third party without the prior written approval of the Disclosing Party.

The above obligations of confidentiality and non-disclosure do not apply to information that:

- **(A)** is or becomes publicly available other than through breach of these Service Terms;
- **(B)** is lawfully obtained by either party from a lawful third party without breach of these Service Terms by a party or its employees, agents, subcontractors or licensors;
- **(C)** was known to a party prior to disclosure to such party by a Disclosing Party as shown by documentation sufficient to establish such knowledge; or
- **(D)** is required by law to be disclosed by you or us.

13.7 **Notices.** Any notice or communication required or permitted under these Service 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.
13.8. **Our Insurance.** For the duration of the Agreement:

(A) We will pay for and maintain the following minimum limits of insurance coverage: (i) commercial general liability and products liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, (ii) commercial automobile liability covering liability arising out of our operation of any vehicle (any automobile, including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident, (iii) umbrella liability coverage with limits not less than $5,000,000 per occurrence and $5,000,000 aggregate, and (iv) workers’ compensation as may be required by the jurisdiction in which we are doing business and employers’ liability insurance of $1,000,000. Coverage may be provided on a claims-made rather than occurrence basis. If coverage is provided on a claims-made basis, coverage will be maintained for a period of three (3) years following termination of the Agreement with a retroactive date on or prior to the effective date of the Agreement.

(B) If agreed in writing that these Service Terms will govern, you will be included as an additional insured under the commercial general liability and umbrella liability policies for liability arising out of operations by us or on our behalf, but only to the extent required by written Agreement.

(C) Upon request, we will promptly furnish a certificate of insurance, and applicable endorsement, to you evidencing such coverages. To receive a certificate of insurance, you must provide your desired address for the certificate holder. Any applicable endorsement will be a blanket endorsement.

(D) We will provide a minimum of thirty (30) days advance written notice to you in the event of cancellation of our insurance policies in the event a gap in coverage would be reasonably expected to occur.

13.9. **Changes to Terms.** We reserve the right to change these Service Terms at any time. Any changes made will not apply to the Agreement between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Service Terms.

March 10, 2021