

LABORATORY CHEMICALS PRODUCTS SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

1. Agreement Terms.

1.1 General Terms. These Laboratory Chemicals Product Supplementary Terms and Conditions of Sale (“Lab Chemicals Supplementary Terms”) apply to our provision, and your use, of Lab Chemicals Products (defined below), provided by Life Technologies Corporation or its affiliates in the Thermo Fisher Scientific group of companies. These Lab Chemicals Supplementary 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, together with our quotation (if any), Documentation (defined below), and any other applicable Supplementary Terms, comprise the agreement (“Agreement”) between you and us for your purchase, and our sale of Lab Chemicals Products. In the event of a conflict among the contract documents, the following order will apply as to the conflicting terms: our quotation, the Lab Chemicals Product Documentation, other Supplementary Terms, these Lab Chemicals Supplementary Terms, and then the Terms and Conditions of Sale. 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 Lab Chemicals Supplementary Terms by ordering Lab Chemicals Products on thermofisher.com or otherwise via Thermo Fisher affiliates when you receive order 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 Lab Chemicals Products. We reserve the right to change these Lab Chemicals Supplementary Terms at any time, and any changes we make to these Lab Chemicals Supplementary Terms will apply to the Agreement between us for any order we receive after the changes are made.

1.2 Lab Chemicals Supplementary Terms – Specific Definitions. For purposes of these Lab Chemicals Supplementary Terms, the following definitions apply. All other capitalized terms have the meanings assigned in the Terms and Conditions of Sale.

“Custom” means customized or special Lab Chemicals Products that are manufactured or performed to written instructions, specifications or designs agreed to in writing by you and us.

“Documentation” means labels affixed to Lab Chemicals Products or packaging; documentation, specifications, limited use label licenses and/or accompanying package inserts shipped with Lab Chemicals Products; certificates of analysis or conformance made available for applicable Lab Chemicals Products; and/or documentation, specifications, use guidelines or instructions available in our catalogs, on our website, or that we provide to you for applicable Lab Chemicals Products.

“Lab Chemicals Product(s)” means, generally, individually, and collectively, those laboratory chemicals products sold under the brand names Alfa Aesar, Acros Organics, Maybridge and/or Thermo Scientific.

“Specifications” means our current, documented specifications or designs for Lab Chemicals Products in effect at the time of order acceptance and/or confirmation; or, in the case of Custom Lab Chemicals Products, “Specifications” means the mutually agreed upon written specifications or designs for such Custom Lab Chemicals Products.

2. Warranty; Restrictions.

2.1 Limited Warranty for Lab Chemicals Products. Unless a different warranty is included in applicable Supplementary Terms or Documentation, we warrant that each Lab Chemicals Product will substantially conform with our published Specifications at the time of shipment. This warranty lasts from the date we ship the Lab Chemicals Product until the earlier of: (a) the Lab Chemicals Product stated expiry date (if any); and (b) ninety (90) days from the date we ship the Lab Chemicals Product, in all cases as long as the Lab Chemicals Product is stored in accordance with Good Laboratory Practices (GLP) and in accordance with the Specifications and Documentation. Retest dates have no effect on the warranty or warranty period for Lab Chemicals Products. We expressly disclaim all other warranties, whether express or implied, oral or written, with respect to any Lab Chemicals Product, including without limitation any implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Lab Chemicals Products are error-free or will accomplish any particular result.

2.2 Third Party Products. We disclaim all warranties associated with the accuracy and/or validity of our third party manufacturer(s)/supplier(s)’ responses, information, statements, certifications and/or declarations (collectively, “Statements”), made about the Lab Chemicals Products, and any such third party manufacturers’/suppliers’ Statements may be voided or invalidated when the Lab Chemicals Product is downpacked or repackaged in our facility.

2.3 Use Restrictions and Compliance. In the absence of any intended use statement in the Documentation or other Supplementary Terms associated with such Lab Chemicals Products, which will control, Lab Chemicals Products are for research use or further manufacturing only. Lab Chemicals Products are not for direct administration to humans or animals, and are not intended, labeled or sold for diagnostic or therapeutic use. Laboratory Chemicals Products are packaged/repackaged under current good manufacturing practices as defined by ISO 9001:2015. However, these products are not manufactured, packaged/repackaged in accordance with pharmaceutical (21 CFR 210 and 211, ICH Q7/Q10), biologic (21 CFR 600-680), or medical device (21 CFR 820, ISO 13485:2016) quality management system requirements and are not intended to be used as excipients, active pharmaceutical ingredients, or medical devices. Additionally, Lab Chemicals Products are not specifically tested during our production, filling, or packaging/repackaging process to guarantee absence of impurities in our solvents, reagents, catalyst, raw materials, equipment or packaging materials. It is your responsibility to qualify and/or validate each Lab Chemicals Product for your intended use and to comply with all applicable foreign, federal, state, local and environmental laws, ordinances and regulations, including, but not limited to, controlled substances (as defined by local regulations or laws, as applicable) regarding the Lab Chemicals Products.

3. Limitation of Liability.

OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY LAB CHEMICALS PRODUCT IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE SPECIFIC LAB CHEMICALS PRODUCT PURCHASED WHICH DID NOT MEET THE STATED WARRANTY AND GAVE RISE TO THE LIABILITY.

4. Your Indemnification.

You will indemnify, defend with competent and experienced counsel and hold harmless Thermo Fisher, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) your negligence or willful misconduct, or that of your agents, employees, representatives or contractors; (ii) use of a Lab Chemicals Product in combination with equipment or software not supplied by us where the Lab Chemicals Product itself would not be infringing; (iii) our compliance with designs, specifications or instructions supplied to us by you; (iv) use of a Lab Chemicals Product in an application or environment for which it was not designed; or (v) modifications of a Lab Chemicals Product by anyone other than us without our prior written approval.