

Terms & Conditions Pricing and Payment Terms

1. Agreement. These are the Standard Terms and Conditions ("**Terms**") under which Assay Biotechnology Company, Inc ("**Assay Biotechnology Company**") sells its products and services ("**Products**"). A party purchasing Products ("**Purchaser**") from Assay Biotechnology Company or an Assay Biotechnology Company authorized agent will be subject to these Terms regardless of what method is used to submit its offer to purchase Products ("**Order**"). Some of Assay Biotechnology Company's Products are subject to intellectual property licenses, software licenses, or other contract terms that Purchaser will not find here ("**Supplementary Terms**"). If such Supplementary Terms exist for the Products being purchased, they will be found in a quotation, order acknowledgment, product insert, or written agreement that accompanies or is associated with the Products. If Purchaser is uncertain if any Supplementary Terms exist for Products, Purchaser should contact Assay Biotechnology Company's Customer Service. The Order, these Terms, and Supplementary Terms (if any) are sometimes collectively and individually referred to herein as the Agreement ("**Agreement**").

Assay Biotechnology Company's acceptance of any Order by Purchaser is expressly conditioned on Purchaser's agreement to these Terms. Assay Biotechnology Company will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Assay Biotechnology Company specifically agrees to such provision in a written instrument signed by Assay Biotechnology Company.

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

3. Order Confirmation and Duplication. Written confirmation of a telephone, fax, e-mail, electronic, or Internet Order is not required.

Duplicate shipments due to incorrectly marked confirming orders will be subjected to a returned products charge of 20% of the Products returned plus shipping charges. ("**Returned Products Charge**")

4. Delivery. Shipments are made in a commercially reasonable manner as determined by Assay Biotechnology Company. Assay Biotechnology Company will select the carrier but will not be deemed thereby to assume any liability in connection with the shipment nor will the carrier be construed to be an agent of Assay Biotechnology Company. Purchaser shall pay or reimburse Assay Biotechnology Company for all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage and all other charges applicable to the Products. All shipments are subject to availability. Shipment schedules are approximate and Assay Biotechnology Company will use commercially reasonable efforts to complete shipments as indicated. Assay Biotechnology Company shall not be liable for any damages or penalties for delay in delivery or for failure to give notice of delay for any reason. Claims for loss or damage of products in transit must be made to the carrier and not to Assay Biotechnology Company.

5. Title. Title to the Products will pass to Purchaser upon Assay Biotechnology Company's delivery of the products to the carrier, subject to the limitations provided in this Agreement.

6. Price. Purchaser shall pay the prices specified in the applicable Order or, if no price is specified in the Order, the price set forth in Assay Biotechnology Company's standard price list in effect on the date that Assay Biotechnology Company accepts the Order. All prices are subject to change without notice. Purchaser shall be responsible for all delivery and handling charges, taxes and other amounts payable to governmental authorities in connection with applicable transactions. These charges will be added to Purchaser's invoice.

7. Tax. Sales tax will be added when shipping to jurisdictions where Assay Biotechnology Company is responsible for collecting sales tax unless the receiving party has exempt information on file with Assay Biotechnology Company. Purchaser shall be solely responsible for any applicable sales, use or similar tax and agrees to indemnify Assay Biotechnology Company for any such tax if not properly paid by Purchaser. Purchaser is responsible to confirm that its account is set up properly and that any applicable exemption documents are provided. Purchaser should contact Assay Biotechnology Company to correct or update its account information and should note any updates to this effect on applicable orders.

8. Payment. Payment terms: All orders placed should be paid upon order's ship date. ACH, check, credit card, and wire are accepted forms of payment. Purchaser will only be charged for products shipped. Products placed on back order will be charged when shipped. If Purchaser is late in making payment, Assay Biotechnology Company may, without affecting any other rights or remedies, suspend delivery, cancel Orders, reject future orders, and/or charge a late payment fee, from the due date until paid, at the rate of one and a half percent (1.5%) per month (18% per year) or such lesser amount as is the maximum rate of interest allowed by law. Purchaser shall pay any and all reasonable costs, including attorneys' fees, incurred by Assay Biotechnology Company in collecting any delinquent balance.

9. Inspection and Returns. Purchaser can return Products that are damaged or defective upon delivery, but Purchaser must contact Assay Biotechnology Company's Customer Service within 30 business days from the day Purchaser received the Products. A return authorization ("**Return Authorization**") must be obtained from Assay Biotechnology Company's Customer Service for all returns. Assay Biotechnology Company will not accept returns, and no credit will be issued, without a Return Authorization. Custom Orders are ineligible for cancellation or return.

Upon receipt of Products that have a Return Authorization, a credit for the original purchase price less the Returned Products Charge, if applicable, will be issued. To obtain a Returned Product Charge credit products must be returned within sixty (60) calendar days of receiving a Return Authorization.

If an error by Assay Biotechnology Company results in shipment of incorrect Products, Assay Biotechnology Company will, at its sole option, either ship, at no charge, the correct Products per Purchaser's Order or credit Purchaser's account for the purchase price of the Products shipped in error plus shipping charges. If an error by Purchaser results in the shipment of incorrect Products and is reported to Assay Biotechnology Company within ten (10) business days, Purchaser may obtain a Return Authorization and return the incorrect Products for a credit less applicable Returned Product Charges.

10. Transfer Prohibited. In the absence of an express written agreement to the contrary, all Products are sold by Assay Biotechnology Company for the exclusive use of the Purchaser and shall not to be resold, transferred, or conveyed, in whole or in part, to any other party.

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

12. Product Use and Restrictions. Unless otherwise expressly stated in writing by Assay Biotechnology Company, all products are for research use only, and not for human or animal therapeutic or diagnostic use. Products are to be used only in accordance with Assay Biotechnology Company's specifications, product inserts, online product descriptions, and published catalogs. Products are not submitted for regulatory review or validated for clinical, therapeutic or diagnostic use, safety and effectiveness, or any another other specific use or application unless expressly stated in writing by Assay Biotechnology Company. Purchaser is solely responsible for complying with all applicable laws, regulations and governmental policies when using Assay Biotechnology Company Products. Purchaser is solely responsible for obtaining all necessary approvals, permissions and/or licenses or intellectual property rights from applicable third parties as may be required for Purchaser's research and any other intended uses. It is solely Purchaser's responsibility to make sure the products are suitable for Purchaser's particular use.

As a material condition to Assay Biotechnology Company providing its Products to Purchaser, Purchaser agrees that it shall not, directly or indirectly, attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulas, processes, make-up, or production of any Product or any portion thereof.

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

Purchaser represents and warrants that it is not designated on, or associated with any party designated on, any of the United States government restricted parties lists, including without limitation, the United States Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the United States Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the United States State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Purchaser shall comply with all applicable United States economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

Assay Biotechnology Company may terminate this Agreement and discontinue any ongoing supply to or business with Purchaser immediately, without notice and without liability, upon

Assay Biotechnology Company becoming aware that Purchaser, or any party associated with Purchaser, is named on any restricted party list.

14. Limited Warranty. Unless a different written warranty is included with product inserts accompanying Products, Assay Biotechnology Company warrants each Product will meet its published specifications when used appropriately under normal conditions. The warranty shall last from the time delivery is made until the Product's expiration or "use by" date or its specified number of uses.

This Limited Warranty only covers issues caused by defects in material or workmanship during ordinary consumer use. The Limited Warranty does not cover issues caused by any other reason, including but not limited to issues due to normal wear and tear, acts of God, misuse, limitations of technology, custom manufacture in accordance with specifications Purchaser gave Assay Biotechnology Company, neglect or accident caused by Purchaser, contact with improperly used or unapproved chemicals or environments, or modifications of or to any part of the Product. Assay Biotechnology Company's sole and exclusive liability to Purchaser and Purchaser's sole and exclusive remedy for warranty claims hereunder shall be replacement of the non-conforming Product or refund of the purchase price.

The Above Warranties Are exclusive, and Assay Biotechnology Company makes no other warranty or representation of any kind whatsoever, express or implied, including without limitation any implied warranties of Merchantability or Fitness for a particular purpose, of suitability, of non-infringement, or regarding results obtained through the use of any product, whether arising from a statute or otherwise in law or from a course of performance, dealing or usage of trade, all of which are expressly disclaimed. Our warranties extend only to the original Purchaser and cannot be transferred by the original Purchaser to any other party.

15. Limitations on Remedies. In no event SHALL Assay Biotechnology Company BE LIABLE TO PURCHASER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR LOST PROFITS OR REVENUE, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT Assay Biotechnology Company WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS AND/OR ANY OTHER AGREEMENT BETWEEN Assay Biotechnology Company AND PURCHASER FOR THE PURCHASE OF THE PRODUCTS, Assay Biotechnology Company's TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THESE TERMS, AN AGREEMENT BETWEEN THE PARTIES OR THE PRODUCTS, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY PURCHASER TO Assay Biotechnology Company FOR THE APPLICABLE PRODUCTS. IN NO EVENT WILL Assay Biotechnology Company BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS.

16. Indemnification. Purchaser shall hold harmless, indemnify and defend (at Assay Biotechnology Company's request) Assay Biotechnology Company for any and all damages, liabilities, costs and expenses (including any costs of litigation, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) Purchaser's negligent or willful acts, or those of its employees and/or agents, (b) such Products being repaired or altered by persons other than Assay Biotechnology Company

(unless expressly authorized in writing by Assay Biotechnology Company), (c) in the event that Purchaser modifies, or combines with any non-Assay Biotechnology Company goods or products, any of the Products purchased from Assay Biotechnology Company, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (d) from Products produced by Assay Biotechnology Company according to Purchaser's specifications, (e) any violations of export control laws by Purchaser, or (f) Purchaser's breach of any provision in these Terms.

17. Confidentiality and Intellectual Property. "Confidential Information" means any of Assay Biotechnology Company's business information, specifications and all related writings, drawings, designs and similar works or any other information which is disclosed by Assay Biotechnology Company to Purchaser and labeled or marked as confidential, proprietary or its equivalent, or oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure. All Confidential Information shall be the exclusive property of Assay Biotechnology Company, and Assay Biotechnology Company retains all of its rights, title and interests. Purchaser agrees to use Confidential Information for the exclusive purpose of performing this Agreement. Purchaser shall not disclose or provide any Confidential Information to any third party and shall take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Assay Biotechnology Company, Purchaser shall return all Confidential Information to Assay Biotechnology Company.

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

Any inventions (patentable or otherwise), discoveries, improvements, data, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for Assay Biotechnology Company, or jointly by Assay Biotechnology Company and Purchaser, will be and will remain Assay Biotechnology Company's sole and exclusive intellectual property, and Purchaser shall transfer and assign, and hereby does assign, all of its rights, title and interests in and to any such joint intellectual property to Assay Biotechnology Company and assist Assay Biotechnology Company, at Assay Biotechnology Company's request and expense, in securing and recording Assay Biotechnology Company's rights in such intellectual property.

18. Force Majeure. Assay Biotechnology Company shall not be liable for any failure to perform this Agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Assay Biotechnology Company shall be deemed to include, but shall not be limited to, acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation.

19. Waiver. No oral statements, recommendations or assistance given by a representative and/or distributor of Assay Biotechnology Company to Purchaser or its representatives in connection with the use of the Products shall constitute a waiver by Assay Biotechnology

Company of any of the provisions hereof, or affect Assay Biotechnology Company's liability herein. Assay Biotechnology Company's failure to exercise any rights under this Agreement is not a waiver of its rights to damages for Purchaser's breach of contract and is not a waiver of any subsequent breach.

20. Governing Law/Disputes. Purchaser hereby agrees that the only proper jurisdiction and venue for any dispute with Assay Biotechnology Company, or in any way relating to these Terms or to products purchased from Assay Biotechnology Company, is in the state and federal courts in the State of Colorado. All disputes with Assay Biotechnology Company shall be governed by the laws of the State of Colorado, 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 this Agreement or any other written agreement with Assay Biotechnology Company unless expressly stated otherwise. Purchaser further agrees and consents to the exercise of personal jurisdiction in these courts in connection with any dispute involving Assay Biotechnology Company or its affiliates, employees, officers, directors, agents and providers. Any cause of action brought by Purchaser arising out of or relating to this Agreement or to Products purchased from Assay Biotechnology Company, must be brought within one year after such cause of action arose. Actions not commenced by Purchaser within one year are permanently barred. This paragraph survives expiration or termination of this Agreement.

21. Miscellaneous. All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of this Agreement and any other written instrument delivered in connection herewith pursuant to the terms of such sections. In the event that any provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these Terms but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Terms. Purchaser may not assign, including by operation of law, its obligations hereunder without Assay Biotechnology Company's written consent.