

Terms and conditions of sale for Life Sciences Products and Services

1. **General**

The present Terms and conditions of sale for Life Sciences Products and/or Services (the "Terms") apply to any Life Science Products and Services supplied by the Seller relevant to Life Sciences business, whether through direct order or acceptance of a quotation by Buyer (altogether the "Life Sciences Products"). Seller specifically disclaims terms and conditions contained in any purchase order, ordering document, payment, notice or similar document issued by Buyer in connection with this Agreement and any such other document issued hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect. Seller in its sole discretion may from time-to-time enter into a separately negotiated written agreement executed by a duly authorized representative of Seller for the supply of certain Life Sciences Products and/or Services with terms different or in addition to these Terms ("Specific Agreement"). The terms of any Specific Agreement only apply to Orders as of the effective date of the Specific Agreement and only apply to Orders of Life Sciences Products and/or Services covered by the Specific Agreement.

2. **Definitions**

"Seller" is defined as follows":

Cisbio Bioassays (SAS)
having its registered offices at
Parc Marcel Boiteux
BP 84175
30200 Codolet
France

and its Affiliated Companies.

Seller shall be:

For Orders originating from North America or South America,

Cisbio US Inc. (a Massachusetts Corporation)
Having its registered office at 135 South Road
Bedford, MA 01730 USA
Phone : +1 888.963.4567
Fax: +1 781.687.1500
Email: customer-care@cisbio.us

For Orders originating from Japan

Cisbio K.K., (a Japanese company),
having its registered office at Makuhari Techno Garden
D-11F-1-3 Nakase Mihama-Ku Chiba-Shi,
Chiba-Japan 261-8501;
Phone : +81 43 306 8712
Fax : +81 43 306 8713
Email: order@cisbio.jp

For Orders originating from China

Cisbio China Limited, (a Chinese company)
having its registered office at Suite 401, Building 2, 1299 Zhangheng Road,
Pudong New District, Shanghai,
PRC, 201203
Phone : +86-21-5018-9855
Fax : +86-21-5020-3055
Email: htinfoasia@cisbio.cn

For Orders originating from other countries in Asia Pacific

Cisbio Asia Pacific Limited, (a Hong Kong company)
having its registered office at Unit 402, 4/F,
Fairmont House, No. 8 Cotton Tree Drive, Admiralty,
HONG KONG
Email: htrfinfoasia@cisbio.cn

For all other orders

Cisbio Bioassays (SAS)
having its registered offices at
Parc Marcel Boiteux
BP 84175
30200 Codolet
France
Phone : +33 (0)4 66 79 67 05
Fax : +33 (0)4 66 79 19 20
Email: orders@cisbio.com

“Buyer” is defined as any private person or entity purchasing Life Sciences Products and /or Services from Seller.

3. **Intellectual Property.**

Buyer acknowledges that all intellectual property rights (including but not limited to patent, trademark, copyright and trade secret) relevant to Life Sciences Product and Services, are either solely and exclusively owned by Seller or granted by third parties to Seller through license agreements. Seller’s sale of Life Sciences Product and Services to Buyer grants to Buyer a limited non-transferable right (i) to use as authorized by these Terms the quantity of Life Sciences Product and Services purchased, and (ii) to use the applicable Life Sciences Product documentation and content contained therein (e.g., protocols, data and images) for Buyer’s authorized use of the Life Sciences Product. Except as expressly permitted by these Terms, sale of Life Sciences Products to Buyer does not grant Buyer any other license rights to Seller’s intellectual property, including, without limitation, no right to make or have made any Life Sciences Products or any portion thereof, and no right to reproduce, display, redistribute copies, create derivative works or otherwise use the Life Sciences Product documentation and content thereof.

Seller informs the Buyer that Life Sciences KinEASE™ STK Products are covered by one or more patents and pending patent applications licensed to Millipore Corporation and were made pursuant to a co-development agreement between Millipore and Seller.

Certain Life Sciences Products are covered by one or more trademarks and/or Patents of Seller and/or a third party as set forth at <http://www.cisbio.com/drug-discovery/legal-privacy> (“Trademarks and Patents”). Seller at its sole discretion may update from time-to-time the Trademarks and Patents information.

Trademarks and/or Patents referenced herein are either registered trademarks and/or granted patents or trademarks and/or Patents of Seller in Europe, the U.S. and/or other countries. The names of actual companies and products mentioned herein and/or third party trademarks, trade names, logos and Patents contained herein may be the trademarks and/or Patents of their respective owners. Any rights not expressly granted herein are reserved.

4. **Limited Use.**

4.1. Use of Life Sciences Products and /or Services is subject to Buyer’s acceptance of the Terms. This is a legal Terms and conditions of sale for Life Sciences Products and /or Services between the Buyer and Seller.

4.2. The purchase of Life Sciences Products and /or Services conveys to the Buyer the non-transferable right to use the purchased amount of Life Sciences Products and /or Services for in house research use only (RUO). Buyer agrees that all such use of the Life Sciences Products and /or Services is limited to the country in which the Life Sciences Products and /or Services were purchased unless Seller previously agrees in writing to allow the use in another country. Buyer is solely responsible for proper selection, application, processing and use of the Life Sciences Products and/or Services and for adopting safety precautions as may be necessary. Buyer is solely responsible for complying with and shall handle and use Life Sciences Products and/or Services and the results of using Life Sciences Products and/or Services in conformity with (i) good laboratory practice if any, and (ii) all applicable laws, regulations and governmental policies and (iii) any necessary approvals, permissions, authorizations and/or licenses as may be required for Buyer’s in house in vitro life science research and other intended uses including any right to use intellectual property rights of a third party.

4.3. As a material condition to Seller providing its Life Sciences Products to Buyer, Buyer shall not, directly or indirectly, use the Life Sciences Products or their components (1) to modify the Life Sciences Products or their components except for

non-commercial in house research use only (RUO), or (2) to, attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulae, sequence, processes, make-up, or production of any Life Sciences Products or any portion thereof. The Buyer cannot use Life Sciences Products and/or Services or its components for diagnostic, prophylactic or therapeutic purposes. Any purchase of Life Sciences Product and/or Services for transfer or resale (alone or as a component) to a third party or other Commercial purpose, requires a separate license from Seller. It is Buyer's sole responsibility to secure any required intellectual property rights. Any breach of this section shall immediately and automatically terminate the right to use the product granted above.

4.4. Commercial purposes means any activity by a party for consideration and may include, but is not limited to: (1) use of Life Sciences Products or their components in manufacturing except with prior written consent of the Seller; (2) use of Life Sciences Products or their components to provide a service, information, or data except with prior written consent of the Seller, or (3) resale of Life Sciences Products or their components, whether or not such product or their components are resold for use in research.

5. **REACH European regulations and compliance**

Some of our Life Sciences Products contain 0.1% Triton or more, a molecule defined as a substance of very high concern (SVHC) by the European REACH regulations. In such a case, the Life Sciences Products's package insert, as well as its corresponding Material Safety Data Sheet, specify this fact. Cisbio reminds its European customers that such products must be used in compliance with the REACH regulations, under the following conditions: i) for in vitro research in appropriate and controlled premises by qualified researchers, ii) subsequent waste is collected and treated, and iii) the cumulated amount of Triton handled does not exceed 1 ton per year/legal entity.

6. **Confidentiality on Life Sciences Products.**

6.1. Buyer agrees to maintain the strict confidentiality of all information received from the Seller regarding Life Sciences Products and/or Services' information, specification and data such as custom products, custom fluorescent reagents and custom plasmids (altogether "Seller Confidential Information") and such Seller Confidential Information constitutes valuable intellectual property owned exclusively by the Seller.

6.2. Buyer undertakes, from the date of placing the purchase order and for a period of five (5) years not to disclose or communicate Seller Confidential Information to any third party except that Seller Confidential Information that is otherwise protected by applicable trade secret law shall remain protected and shall not be disclosed for as long as the applicable law requires.

6.3. This obligation of confidentiality shall survive termination of these Terms and conditions of sale for Life Sciences Products but shall not apply to information which: (i) is available to the general public other than by a breach of confidentiality, (ii) was known to recipient without any limitation on use or disclosure prior to its receipt from disclosing party, (iii) is received from a third party without any obligation of confidentiality, (iv) was independently developed by recipient without reference to or reliance on any Confidential Information of the owner, or (v) is generally made available to third parties by disclosing party without restriction on disclosure or (vi) is required by law to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the disclosing party so that it may, if so advised, seek appropriate relief to prevent such disclosure provided always that in such circumstances such disclosure shall be only to the extent so required and where practicable shall be subject to prior consultation with the disclosing party with a view to agreeing timing and content of such disclosure.

7. **Ordering.**

To be valid all purchase orders shall mention the following information:

- Life Sciences Product reference number (eg. 62IPAPEB for IP-One kit 1,000 tests)
- unit price
- quantity
- delivery address
- billing address
- company contact details : name and email/phone number
- VAT number
- purchase order number
- Life Sciences offer number
- the purchase order has to be signed by the Buyer.



Purchase orders must be placed by fax or email to the following number/ address:

To Cisbio Bioassays as Seller:

By fax to the following number : +33 466 79 19 20 or by e-mail at orders@cisbio.com. For bulk orders or goods out of catalogue requiring custom labelling, please contact Life Sciences Sales Administration at +33 466 79 67 05. The price and the delivery time will be indicated individually.

To Cisbio US Inc. as Seller:

By fax to the following number: +1 781 687 1500 or by e-mail at customercare@cisbio.us. For bulk orders or goods out of catalogue requiring custom labelling, please contact Life Sciences Sales Administration at +1 888 963 4567. The price and the delivery time will be indicated individually.

To Cisbio China Limited as Seller:

By fax to the following number: +86-21-5020-3055 or by e-mail at htrfinfoasia@cisbio.cn For bulk orders or goods out of catalogue requiring custom labelling, please contact Life Sciences Sales Administration at +86-21-5018-9855. The price and the delivery time will be indicated individually.

To Cisbio K.K. as Seller:

By fax to the following number: +81 43 306 8713 or by e-mail at order@cisbio.jp. For bulk orders or goods out of catalogue requiring custom labelling, please contact Life Sciences Sales Administration at +81 43 306 8712. The price and the delivery time will be indicated individually.

To Cisbio Asia Pacific Limited as Seller:

By e-mail at htrfinfoasia@cisbio.cn. For bulk orders or goods out of catalogue requiring custom labelling, please contact Life Sciences Sales Administration at htrfinfoasia@cisbio.cn. The price and the delivery time will be indicated individually.

8. **Delivery Time**

Seller will use reasonable commercial efforts to deliver the Life Sciences Products to meet the estimated delivery schedule set forth by the Seller.

9. **Payment**

For Orders originating from North America or South America, payment shall be made in US Dollars and are due within 30 days date of invoice, by bank transfer. Invoice shall be issued at the delivery date of the Life Sciences Products and /or Services. Buyer is responsible for all taxes associated with the sale of the product. When the due date indicated in the invoice or in default of such indication, when the due date mentioned in the present Terms, would have been exceeded, late payment penalties maybe charged at up to 1.5% per month, not to exceed the highest amount permitted by law.

For Orders originating from Japan, payment shall be made in yen and are due within 90 days date of invoice, by bank transfer. Invoice shall be issued at the delivery date of the Life Sciences Products and /or Services. Buyer is responsible for all taxes associated with the sale of the product. When the due date indicated in the invoice or in default of such indication, when the due date mentioned in the present Terms, would have been exceeded, late payment penalties maybe charged at up to 1.5% per month, not to exceed the highest amount permitted by law..

For Orders originating from China payment shall be made in CNY and are due within 90 days date of invoice, by bank transfer. Invoice shall be issued at the delivery date of the Life Sciences Products and /or Services. Buyer is responsible for all taxes associated with the sale of the product. When the due date indicated in the invoice or in default of such indication, when the due date mentioned in the present Terms, would have been exceeded, late payment penalties maybe charged at up to 1.5% per month, not to exceed the highest amount permitted by law.

For Orders originating from other countries in Asia Pacific to Cisbio Asia Pacific Limited, payment shall be made in USD or Euro and are due within 90 days date of invoice, by bank transfer. Invoice shall be issued at the delivery date of the Life Sciences Products and /or Services. Buyer is responsible for all taxes associated with the sale of the product. When the due date indicated in the invoice or in default of such indication, when the due date mentioned in the present Terms, would have been exceeded, late payment penalties maybe charged at up to 1.5% per month, not to exceed the highest amount permitted by law.

For all other Orders, payment shall be made in Euro and are due within 30 days date of invoice, by bank transfer. Invoice shall be issued at the delivery date of the Life Sciences Products and /or Services. The costs of stamps, and all expenses whatsoever involved in payment are payable by the Buyer. When the due date indicated in the invoice or in default of such

indication, when the due date mentioned in the present Terms, would have been exceeded, late payment penalties could be due and calculated on the day basis, using three (3) times the current French legal interest rate in force issued by the European Central Bank and in addition, according to French law (Article L. 441-6 of the commercial code) the Seller is entitled to ask for the payment of a €40 indemnity for recovery costs.

Moreover, in all instances Seller reserves the right to suspend or cancel any pending orders without any prior formal notice being necessary and without prejudice to any other claims for damages.

10. **Warranty**

10.1. Seller warrants only to Buyer that Life Sciences Products and/or Services will materially conform to the Life Sciences Products and/or Services description and instruction for use at the time of delivery through the expiration date provided that the Buyer has followed the storage and use instructions. Seller will carry out its delivery obligations with due care and skill. All other conditions or warranties implied by statute common law or trade usage or expressed by the Buyer are hereby excluded, with the exception of conditions expressly accepted by the Seller in writing.

10.2. TO THE EXTENT ALLOWED BY LAW, SELLER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTY OR GUARANTEE OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY AND MERCHANTABILITY, NONINFRINGEMENT OR SKILL AND CARE WHICH EXTENDS BEYOND THE DESCRIPTION OF THE Life Sciences PRODUCTS AND/OR SERVICES. THUS, IN NO EVENT WILL SELLER HAVE ANY OBLIGATION OR LIABILITY, WHETHER IN TORT (INCLUDING NEGLIGENCE) OR IN CONTRACT, FOR ANY, LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES CAUSED BY DELAYS IN EITHER DELIVERY, INSTALLATION, OR FURNISHING OF THE Life Sciences PRODUCTS AND/OR SERVICES NOR FOR DAMAGE OR LOSS OF ANY NATURE RELATED TO DATA OR DATA USE NOR FOR DOWNTIME COSTS RESULTING FROM Life Sciences PRODUCTS AND/OR SERVICES.

10.3. In the event of any breach of this warranty, Seller will, at its sole discretion and as Buyer's sole remedy, either refund the price paid for such non-conforming Life Sciences Products or replace any non-conforming Life Sciences Products at no charge to the Buyer. Said refund or replacement is conditioned on Buyer (a) having followed the storage and use instructions for such affected Life Sciences Products and (b) giving written notice to the Seller within ten (10) days after Seller's discovery of the nonconformance. Failure of Buyer to give said notice within ten (10) days shall constitute a waiver by Buyer of all claims hereunder with respect to said Life Sciences Products. Seller's aggregate liability, if any, arising out of or in any way related to these Terms shall be limited to the amount paid by Buyer for Life Sciences that are subject to the claim.

10.4. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THIS AGREEMENT, SELLER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10.5. Return orders cannot be accepted unless prior notification has been sent by the Buyer and the return has been approved in writing by the Seller.

For any claim, please contact our Life Sciences Customer Service at:

To Cisbio Bioassays as Seller:

Phone : +33 466 79 67 05
Fax : +33 466 79 19 20
orders@cisbio.com

To Cisbio US Inc. as Seller:

Phone: +1 888 963 4567
Fax: +1 781 687 1500
customercare@cisbio.us

To Cisbio China Limited as Seller:

Phone: +86-21-5018-9855,
Fax: +86-21-5020-3055
htrfinfoasia@cisbio.cn

To Cisbio K.K. as Seller:

Phone: +81 43 306 8712

Fax: +81 43 306 8713

htrf@cisbio.jp

To Cisbio Asia Pacific Limited as Seller:

htrfinfoasia@cisbio.cn

11. **Waiver.**

Seller's waiver of a breach or default under these Terms will not be a waiver of any subsequent breach or default. Failure of Seller to enforce compliance with any term or condition of these Terms will not constitute a waiver of such term or condition then or in the future. Unless otherwise required by law, an action or proceeding by Buyer to enforce an obligation, duty, or right arising under these Terms must be commenced within one year after the cause of action accrues or such claim will be deemed waived and relinquished.

12. **Law & Jurisdiction.**

12.1. For Orders originating from North America or South America, this Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts USA as if performed wholly within the state and without giving effect to the principles of conflict of law and United States law applicable to patents, trademarks, and copyrights. The parties irrevocably agree that exclusive original jurisdiction and venue will lie of the state or federal courts in Massachusetts.

12.2. For Orders originating from Japan, these Terms shall be governed by and construed in accordance with the substantive law of Japan and any matters arising out of or relating to this contract and the parties irrevocably agree that exclusive original jurisdiction and venue will lie in the Tokyo District Court. Any doubts concerning these Terms will be initially resolved between the parties in good faith and in accordance with the principle of mutual trust.

12.3. For Orders originating from China, these Terms shall be governed by and construed in accordance with the substantive law of China and the parties irrevocably agree that any disputes arising in connection with these Terms, unless they can be settled amicably by the parties, shall be submitted to and resolved by binding arbitration of China International Economic and Trade Arbitration Commission (CIEATC) in Beijing in accordance with its rules as then in effect. The number of arbitrators shall be (3) three, one chosen by each party, with the third then chosen by the first two. If the first two are unable to agree, the CIEATC shall choose the third arbitrator. The arbitration shall be conducted in the English language.

12.4. For all other orders, these Terms shall be governed by and construed in accordance with the substantive law of France, regardless of conflict of laws principles and the parties irrevocably agree that any disputes arising in connection with these Terms, unless they can be settled amicably by the parties, shall be submitted to the competent tribunal of Paris, France, even in case of plurality of defendants and introduction of a third party.

12.5. For Orders originating from any other country in Asia Pacific except Japan to Cisbio Asia Pacific Limited, these Terms shall be governed by and construed in accordance with the substantive law of China and the laws in Hong Kong Special Administrative Region and the parties irrevocably agree that any disputes arising in connection with these Terms, unless they can be settled amicably by the parties, shall be submitted to and resolved through arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. ___ The number of arbitrators shall be three, unless the Parties can otherwise jointly agree on the person to be appointed as the sole arbitrator. If the number of arbitrators is set at three, each Party shall select one arbitrator within fifteen days after the commencement of arbitration, and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the arbitration center. The place of arbitration shall be Hong Kong at the Hong Kong International Arbitration Centre. The arbitration shall be conducted in the English language.

12.6. The United Nations Convention on Contracts for the International Sale of Goods nor UCITA shall apply in any circumstances.

13. **Assignment.**

Buyer shall not assign, sublicense nor otherwise transfer, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or otherwise, these Terms nor any rights under these Terms without the express prior written consent of Seller and any purported attempt to do so without such consent shall be void.



14. **Force Majeure.**

Seller shall not be liable for the failure to perform its obligations, including meeting delivery schedules, under these Terms, due to events beyond its reasonable control including, but not limited to, strikes, riots, wars, fire, flood, shortages, power outages, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body, including those which prevent or interfere with the manufacture or delivery of Life Sciences Products or with the performance or delivery of Life Sciences Services. In such case, Seller shall give Buyer reasonable written notice with details of such event. Dates by which Seller's performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

15. **Partial Invalidity.**

If any portion of this these Terms is illegal, or invalid or unenforceable under present or future laws effective during the term of these Terms, then and in that event, the remainder of these Terms shall not be affected thereby, and the parties intend that in lieu of each such illegal, or invalid or unenforceable portion, there will be added as part of these Terms a clause or provision as similar terms to such illegal, invalid or unenforceable clause or provision as maybe possible and be legal, valid and enforceable.

16. **Relationship.**

These Terms do not create an agency relationship or partnership between the parties. Each party is an independent contractor.

17. **Notices.**

If Buyer has a dispute with Sellerr or becomes subject to insolvency proceedings while having outstanding amounts owed to Seller, Buyer will promptly send written notice by (a) certified Mail duly addressed, postage prepaid or (b) by overnight courier postage prepaid to: Seller Address in Section 2. Seller may provide a substitute address by written notice to Buyer which will become effective upon receipt. Notices to Buyer will be sent to the Buyer's invoice address.

18. **Entire Agreement.**

These Terms is the complete agreement for the Life Sciences Products and/or Services ordered by Buyer and supersedes all prior or contemporaneous agreements or representations regarding such Life Sciences Products and/or Services. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. Seller specifically disclaims any terms and conditions contained in any purchase order, offer or similar document issued by Buyer in connection with its purchase of Life Sciences Products and any such other document issued hereto relating to these Terms shall be for administrative purposes only and shall have no legal effect.