



**PIXELBIOTECH GMBH
PURCHASE TERMS AND CONDITIONS**

PURPOSE AND PARTIES

THIS DOCUMENT SET OUT THE TERMS AND CONDITIONS ON WHICH YOU (“YOU” OR THE “CUSTOMER”) AND PIXELBIOTECH GMBH (“WE”, “US” OR “PBT”) AGREE ON USING THE PRODUCTS AND SERVICES (COLLECTIVELY, THE “SERVICE” OR “PBT SERVICE”) BY PBT.

DEFINITION

“SERVICE ORDER” (OR “ORDER”) SHALL MEAN ANY ORDER ANY CUSTOMER REQUEST FOR PBT SERVICES.

“TARGET GENE” OR “GENE” SHALL MEAN THE TARGET GENE NAME, TRANSCRIPT ID OR ANY SEQUENCE FORMAT YOU PROVIDE WHEN ORDERING SERVICE FROM PBT THAT PRODUCES PROBE CUSTOMIZED TOWARDS THIS GENE.

USE OF OUR SERVICE

THIS IS A CONTRACT BETWEEN YOU AND PBT. YOU MUST READ AND AGREE TO THESE TERMS BEFORE USING OR REQUESTING THE SERVICES. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE. YOU MAY USE THE SERVICE ONLY IF YOU CAN FORM A BINDING CONTRACT WITH PBT, AND ONLY IN COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES AND REGULATIONS. ANY USE OR ACCESS TO THE SERVICE BY ANYONE UNDER 13 IS STRICTLY PROHIBITED AND IN VIOLATION OF THIS AGREEMENT. THE SERVICE IS NOT AVAILABLE TO ANY USERS PREVIOUSLY REMOVED FROM THE SERVICE BY PBT.

IF YOU REQUEST OR ACCESS THE SERVICES ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER ENTITY, THEN (A) “YOU” INCLUDES YOU AND THAT ENTITY, AND (B) YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE ENTITY WITH THE AUTHORITY TO BIND THE ENTITY TO THESE TERMS, AND THAT YOU AGREE TO THESE TERMS ON THE ENTITY’S BEHALF. PBT RESERVES THE RIGHT TO MAKE UNILATERAL MODIFICATIONS TO THESE TERMS AND WILL PROVIDE NOTICE OF THESE CHANGES AS DESCRIBED BELOW.

SERVICE ORDER

CUSTOMER MAY NOT MAKE ANY CHANGES TO PBT SERVICE ORDERS ONCE MUTUALLY ACCEPTED BY BOTH PBT. CHANGES TO A SERVICE ORDER MAY ONLY BE MADE IF IN WRITING AND SIGNED BY AND AUTHORIZED BY CUSTOMER AND PBT. IF CUSTOMER WISHES TO MAKE ANY CHANGES, APPROPRIATE

WRITTEN REQUESTS FOR CHANGE ORDERS MUST BE DISCUSSED WITH PBT AND ANY PRICING ADJUSTMENTS MUST BE AGREED UPON IN WRITING.

PBT WILL PROVIDE TO CUSTOMER PBT SERVICES ACCORDING TO THE FEES, RATES, AND/OR PRICES SET FORTH IN PBT SERVICE ORDERS, UNLESS EXPRESSLY STATED TO THE CONTRARY IN ANY APPLICABLE PBT SERVICES ORDER. CHANGES TO THE SCOPE OF THE PBT SERVICES ORDER SHALL BE MADE ONLY IN A WRITING EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THE FOREGOING NOTWITHSTANDING, IF PBT, AT THE EXPRESS WRITTEN REQUEST OF CUSTOMER, PERFORMS WORK THAT IS NOT COVERED BY A PBT SERVICES ORDER OR THAT EXCEEDS THE SCOPE OF PBT SERVICES DEFINED IN THE APPLICABLE PBT SERVICES ORDER, CUSTOMER SHALL COMPENSATE PBT.

PRODUCT USES

PRODUCTS OF PBT WHICH ARE FOR INVESTIGATIONAL USE ONLY IN LABORATORY RESEARCH ANIMALS OR TESTING IN VITRO, AND ARE NOT FOR DRUG, NEW DRUG, VETERINARY DRUG, FOOD, FOOD ADDITIVE OR HUMAN USE. UNLESS OTHERWISE INDICATED, ALL PRODUCTS ARE DISTRIBUTED AND SOLD FOR CHEMICAL PURPOSES ONLY, NOT FOR DRUG USE OR FOR APPLICATION TO OR INGESTION BY HUMANS OR FOR COMMERCIAL HORTICULTURE USE, FOR PESTICIDE USE, FOR APPLICATION TO OR INGESTION BY ANIMALS OR FOR VETERINARY DRUG USE. ALL PRODUCTS SOLD BY PBT TO CUSTOMER SHALL BE USED BY QUALIFIED PROFESSIONALS ONLY. THE BURDEN FOR SAFE USE AND HANDLING OF ALL PRODUCTS SOLD BY PBT TO CUSTOMER IS ENTIRELY THE RESPONSIBILITY OF CUSTOMER AND ANYONE WHO PURCHASES THE GOODS FROM CUSTOMER AND USES THEM. ABSENCE OF HAZARDOUS WARNINGS DOES NOT IMPLY NON-TOXICITY.

USE RESTRICTIONS

CUSTOMER IS NOT LICENSED TO, AND AGREES NOT TO: (A) RESELL ANY PBT-SUPPLIED PROBES OR REAGENT, (B) TRANSFER, OR DISTRIBUTE ANY PBT-SUPPLIED PROBE OR REAGENT, DIRECTLY OR INDIRECTLY, TO ANY THIRD PARTY FOR ANY PURPOSE OR USE, EXCEPT AS OTHERWISE APPROVED BY PBT IN WRITING; (C) USE OR ALLOW ANYONE TO USE ANY PBT-SUPPLIED PROBE OR REAGENT MORE THAN ONCE, OR DILUTE ANY PBT-SUPPLIED REAGENT UNLESS INSTRUCTED TO DO SO IN THE USER MANUAL OF THE PRODUCT; OR (D) PROVIDE A FEE-FOR-SERVICE OR OTHER NON-COLLABORATIVE SAMPLE PROCESSING SERVICE TO THIRD PARTIES USING AN PBT-SUPPLIED PROBE OR REAGENT (E.G., WHEREIN THE SERVICE PROVIDER OFFERS STANDARDIZED SERVICES FOR STANDARDIZED FEES TO MULTIPLE THIRD PARTIES, THE CUSTOMER DOES NOT CONTRIBUTE SCIENTIFICALLY TO THE SERVICES PERFORMED, AND ALL RIGHTS TO THE RESULTS AND DISCOVERIES DERIVED THEREFROM ARE TRANSFERRED TO THE CUSTOMER).

TARGET GENE RESPONSIBILITY

CUSTOMER SHALL BE FULLY RESPONSIBLE FOR THE TARGET GENES, INCLUDING THE OBTAINING OF ALL REQUIRED CONSENTS, AND CUSTOMER AGREES TO INDEMNIFY PBT AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, CONTRACTORS, SUPPLIERS AND ANY AFFILIATE OF THE FOREGOING (THE "PBT GROUP") AND HOLD EACH OF THEM HARMLESS FROM AND AGAINST ANY LOSSES, LIABILITIES, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, ARISING FROM OR RELATING TO THE TARGET GENES OR THEIR USE. CUSTOMER AGREES TO FULLY COOPERATE WITH THE PBT GROUP AND ITS COUNSEL IN ITS DEFENSE AND PREPARATION FOR ANY SUCH ACTION OR PROCEEDING.

SHIPMENTS

PBT WILL SHIP VIA CARRIER SELECTED BY PBT. DELIVERY DATES SET FORTH ON A PURCHASE ORDER ACCEPTED BY PBT ARE SUBJECT TO CHANGE AND ARE PREDICATED ON CONDITIONS EXISTING AT THAT TIME. PBT DOES NOT GUARANTEE ANY DELIVERY DATES AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY DELAY IN DELIVERY IRRESPECTIVE OF THE CAUSE OF SUCH DELAY. PBT MAY MAKE PARTIAL DELIVERIES.

PRICE AND PAYMENT

CUSTOMER WILL BE INVOICED AT THE TIME OF SHIPMENT OF EACH PRODUCT. CUSTOMER SHALL MAKE PAYMENT IN FULL WITHIN THIRTY (30) DAYS OF THE DATE OF THE INVOICE. LATE PAYMENTS MAY INCUR A CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PERCENT PER MONTH, OR THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS. FURTHER SHIPMENT OF PRODUCTS MAY BE DECLINED WITHOUT ADVANCE NOTICE IF CUSTOMER FAILS TO MAKE ANY PAYMENT WHEN DUE, OR IF THE FINANCIAL CONDITION OF CUSTOMER BECOMES UNSATISFACTORY TO PBT. PBT MAY ELECT TO RETAIN A SECURITY INTEREST IN ALL PRODUCTS SOLD TO CUSTOMER TO SECURE ALL OF CUSTOMER'S OBLIGATIONS TO PBT UNDER THESE TERMS AND CONDITIONS, AND CUSTOMER WILL EXECUTE ANY DOCUMENTS NECESSARY TO CREATE AND PERFECT THIS INTEREST. SALES BY PBT SHIPPED OUTSIDE THE U.S. MAY REQUIRE PAYMENT ON AN IRREVOCABLE LETTER OF CREDIT REASONABLY ACCEPTABLE TO PBT.

CONFIDENTIALITY

PBT ACKNOWLEDGES THAT IN THE COURSE OF PROVIDING THE SERVICES HEREUNDER, PBT, OR ITS EMPLOYEES OR CONSULTANTS, MAY BE SUPPLIED WITH OR COME INTO POSSESSION OF INFORMATION THAT YOU MARK OR DESIGNATE IN WRITING TO US AS CONFIDENTIAL ("CUSTOMER CONFIDENTIAL INFORMATION"). PBT AGREES THAT ANY CUSTOMER CONFIDENTIAL INFORMATION RECEIVED BY PBT WILL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT TO PBT'S THIRD PARTY VENDORS, CONSULTANTS, AND OTHER SERVICE PROVIDERS THAT PERFORM SERVICES ON OUR BEHALF AND WHO ARE BOUND BY CONFIDENTIALITY OBLIGATIONS, WITHOUT YOUR CONSENT.

LIMITED WARRANTY

FOR PROBES OR REAGENTS REASONABLY DETERMINED BY PBT TO BE DEFECTIVE, INDEPENDENT OF USER ERROR, SHALL BE REPLACED BY PBT ON A 1:1, LIKE-KIND BASIS AT NO COST TO CUSTOMER PROVIDED THAT SUCH DEFECTIVE PROBES OR REAGENTS WERE USED BY CUSTOMER PRIOR TO THEIR EXPIRATION DATE, OR IF THERE IS NO EXPIRATION DATE, THE PRODUCTS WERE USED WITHIN SIX (6) MONTHS OF RECEIPT, AND THE DEFECT WAS PROMPTLY REPORTED WITH APPROPRIATE DETAIL TO PBT'S TECHNICAL SUPPORT.

PBT, MAY, IN ITS OWN DISCRETION, FURNISH TECHNICAL ASSISTANCE AND INFORMATION WITH RESPECT TO THE PRODUCTS. PBT IS UNDER NO OBLIGATION TO PROVIDE TECHNICAL ASSISTANCE OR INFORMATION ABOUT PBT PRODUCTS. ANY SUGGESTIONS BY PBT REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS A WARRANTY.

EXCEPT AS PROVIDED ABOVE, ANY WARRANTY PROVIDED HEREIN DOES NOT APPLY TO OTHER CONSUMABLES, OR TO ANY DEFECT CAUSED BY FAILURE TO PROVIDE A SUITABLE STORAGE, USE, OR OPERATING ENVIRONMENT, USE OF NON-RECOMMENDED REAGENTS, SPILLS, OR THE USE OF THE PRODUCTS FOR A PURPOSE OR IN A MANNER OTHER THAN THAT FOR WHICH THEY WERE DESIGNED, MODIFICATIONS OR REPAIRS DONE BY CUSTOMER, OR ANY OTHER ABUSE, MISUSE, OR NEGLIGENCE OF THE PRODUCTS. THIS WARRANTY APPLIES ONLY TO CUSTOMER, AND NOT THIRD PARTIES. THE FOREGOING IS NOT INTENDED TO LIMIT ANY WARRANTY EXTENDED TO CUSTOMER BY A THIRD PARTY ORIGINAL EQUIPMENT MANUFACTURER OF A PRODUCT OR COMPONENT THEREOF, PROVIDED THAT

ANY REMEDY RECEIVED BY CUSTOMER UNDER ANY SUCH WARRANTY SHALL RELIEVE PBT OF ITS OBLIGATIONS WITH RESPECT TO THE SUBJECT OF SUCH REMEDY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PBT AND ITS SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PBT, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL PBT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM INTAKING, HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PBT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) CONTENT PROVIDED BY A THIRD PARTY OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL PBT, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO PBT HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

ENTIRE AGREEMENT

THESE TERMS CONSTITUTES THE ENTIRE, COMPLETE, AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND CONTAINS ALL THE AGREEMENTS AND CONDITIONS OF SALE. NO TERMS AND CONDITIONS OTHER THAN THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON PBT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN MAY NOT BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED EXCEPT BY A WRITTEN MODIFICATION EXECUTED BY BOTH THE CUSTOMER AND PBT AND SIGNED BY THE PRESIDENT OF PBT. ALL TRANSACTIONS SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS CONTAINED HEREIN. CUSTOMER WILL BE DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF ANY PART OF THE GOODS AND/OR SERVICES DESCRIBED HEREIN ARE SHIPPED OR AN INVOICE IS PRESENTED IN CONNECTION WITH THE SAID GOODS AND/OR SERVICES.

INDEMNIFICATION

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PBT AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES, DAMAGES, OR EXPENSES, INCLUDING ANY LEGAL AND EXPERT FEES AND EXPENSES AND ALL COSTS OF INVESTIGATION, WHICH ARISE OUT OF OR RELATE TO (I) CUSTOMER'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE CUSTOMER MATERIALS IN ANY MANNER; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS; (IV) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (V) ANY CONTENT YOU SUBMIT INCLUDING, WITHOUT LIMITATION, ANY MISLEADING, FALSE, OR INACCURATE INFORMATION; OR (VI) YOUR WILLFUL MISCONDUCT. CUSTOMER SHALL REIMBURSE PBT FOR ALL EXPENSES (INCLUDING COUNSEL FEES AND EXPENSES) AS INCURRED BY PBT IN CONNECTION WITH ANY SUCH ACTIONS OR CLAIMS.

NON-WAIVER

PBT'S FAILURE TO INSIST UPON THE STRICT PERFORMANCE OF ANY TERM OR CONDITION HEREIN SHALL NOT BE DEEMED A WAIVER OF ANY OF PBT'S RIGHTS OR REMEDIES HEREUNDER, NOR OF ITS RIGHT TO INSIST UPON THE STRICT PERFORMANCE OF THE SAME OR ANY OTHER TERM HEREIN IN THE FUTURE. NO WAIVER OF ANY TERM OR CONDITION HEREUNDER SHALL BE VALID UNLESS IN WRITING AND SIGNED BY PBT'S PRESIDENT.