

TERMS AND CONDITIONS OF SALE

Thank you for your (the “Buyer”) interest in purchasing Molecular Designs, LLC (the “Seller”) products (the “Products”). We value your business, and our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please refer to the “Contact” section of our website. Unless otherwise expressly agreed in writing, your purchase of products is subject to the following Terms and Conditions of Sale (the “Terms and Conditions”).

1. **Quantity.** All orders are subject to acceptance by Seller. There is no minimum order quantity, but Seller reserves the right to limit purchase quantities or to refuse orders for any reason. In the event Seller does not accept the quantity of Products ordered by Buyer, Seller and Buyer shall discuss such quantity. If Buyer and Seller cannot resolve the foregoing, Seller may reject an order.

2. **Cancellation.** No order may be cancelled or altered by Buyer, except on terms and conditions accepted by Seller in writing.

3. **Pricing.** We may change our prices at any time without notice. If no price has been specified or quoted to you, the price will be the applicable Product price on our website in effect at the time we accept your order.

4. **Payment.** Products will be shipped once payment is received. Buyer shall pay by check drawn on a U.S. bank, transfer, ACH, or credit card. Payments by credit card are subject to applicable surcharges or convenience fees and prior approval as determined by Seller.

5. **Shipping; Risk of Loss.** The prices set forth on our website do not include standard shipping and handling. Title to the Products and risk of loss shall be FOB shipping point.

6. **Inspection and Claims.** Buyer shall inspect the Products and packaging for damage, apparent defect, or shortage immediately upon receipt at the shipping destination designated by Buyer and shall provide Seller written notice of any damage, apparent defect, or shortage within three (3) days. Products will be deemed accepted if Buyer does not notify Seller of such claims within three (3) days. All claims for damage, apparent defect, or shortage not received by Seller, in writing, within such three (3) day period shall be waived.

7. **Return Policy.** All returns must be preapproved by Seller. Seller will accept returns only in the case of damaged or defective Products.

8. **Warranties.** Seller warrants that the Products will be free from material defects. **SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.** In the event of any breach of any such applicable warranty, Buyer’s exclusive remedy (following return of the defective or deficient product) shall be replacement or refund of the purchase price. Seller’s liability with respect to its Products shall be limited to the warranty set forth above and, with respect to any other claim, shall be limited to the contract price.

9. **Authority; Licenses.** Buyer has full authority to consummate purchases of Products from Seller. Products are intended to be used only by experienced, trained professionals in a facility licensed under the Clinical Laboratory Improvement Amendments (“CLIA”). Buyer represents and warrants that, at the time of each order and purchase, Buyer maintains all licensure and registrations necessary to use the Products under these Terms and Conditions.

10. **Compliance with Laws.** Buyer represents and warrants that it is, and shall be each time it purchases the Products, in compliance with all federal and state laws, ordinances, and regulations applicable to Buyer’s performance under these Terms and Conditions.

11. **Own Use.** All purchases under these Terms and Conditions by Buyer will be for Buyer’s own use, and Buyer shall not intentionally or knowingly participate in any Diversion of Products. “Diversion” shall mean: (i) any sale of the Products purchased hereunder outside the United States by Buyer; (ii) any sale or transfer of the Products into the market by Buyer that are expired or have been withdrawn from the market;

(iii) any sale or transfer of the Products by Buyer to subsidiaries or affiliates of Buyer for resale; or (iv) any sale or transfer of the Products by Buyer to any unauthorized third party for any reason. Buyer shall not alter, replace, remove, or cover any labeling on the Products.

12. **Indemnification.** Buyer agrees to fully indemnify, defend, and hold Seller harmless from and against any and all damages of any kind (including but not limited to, reasonable attorneys' fees) which Seller may incur in connection with any claims relating to the Buyer's use of the Products.

13. **Force Majeure.** Except for the obligation to pay money, neither Buyer nor Seller will be liable for any failure or delay in performance caused by pandemic, fires, shortage of materials or transportation, government acts, acts of terrorism, or any other matters beyond the party's reasonable control, and such failure or delay will not constitute a breach of these Terms and Conditions.

14. **Governing Law; Jurisdiction; Consent to Service.** These Terms and Conditions and the performance under them shall be controlled and governed by the laws of the State of Alabama, without regard to its conflicts of law principles. Buyer hereby submits to the jurisdiction of the courts of Alabama for purposes of resolving any dispute between Buyer and Seller. Buyer waives its right to a jury trial. Buyer may instead elect to resolve any dispute arising under or relating to these Terms and Conditions through binding arbitration in the state of Alabama pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any award in arbitration shall be final and not subject to review or appeal in any court.

No action of any kind relating to the sale of Products by Seller to Buyer may be brought by either party more than one (1) year after accrual, except for an action for non-payment which may be commenced at any time. Buyer hereby consents to service of process by FedEx or other nationally recognized overnight courier. Except as set forth in Section 4 (Payment), Buyer and Seller shall each bear their own attorneys' fees and costs in connection with disputes under these Terms and Conditions.

15. **Notice.** All notices or other communications that are to be given to Buyer under these Terms and Conditions will be sent to the contact information listed in Buyer's order. All notices or other communications to Seller must be given in writing by overnight courier, registered or certified mail, or email, to the following:

MOLECULAR DESIGNS, LLC
2868 Acton Road, Suite 206
Birmingham, AL 35243
Attention: General Counsel

16. **Waiver.** Any failure by either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision or prejudice the right of either party to enforce such provision at any subsequent time.

17. **Severability.** If any provision is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable. The parties agree to replace any such invalid provision with a new provision which has the most nearly similar permissible economic effect.

Updated September 26, 2022

