

CLARET BIOSCIENCE, LLC  
TERMS & CONDITIONS OF SALE

Thank you for your interest in purchasing our SRSLY™ NGS Library Preparation Kit. We hope to make your experience a smooth one. If you have any questions, please contact Technical Support at [technicalsupport@claretbio.com](mailto:technicalsupport@claretbio.com) or by telephone at +1 (883) 425-2738.

The following are the Terms and Conditions (“Terms”) for our SRSLY™ NGS Library Preparation Kit. We understand that certain state and federal institutions are subject to specific jurisdictional laws, which may be in conflict with these terms and conditions. In the event of such a conflict these terms and conditions are hereby modified to the extent necessary to conform to those laws. We may change our Terms from time to time.

**1. Acceptance of Terms.** These Claret Bioscience, LLC (“Claret Bioscience”) Terms, any formal price quotation (“Quote”), and any Statement of Work (“SOW”) (collectively, the “Agreement”) shall exclusively govern Claret Bioscience’s provision of products (“Products”) to the purchaser (“Customer” and “you”). Our offer to sell Products is expressly conditioned upon Customer’s acceptance of the Agreement. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, PLACING AN ORDER FOR PRODUCTS, OR ACCESSING OR USING THE PRODUCTS, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. In addition, you will be deemed to have accepted these Terms unless you return any Products to us unopened and unused no later than 10 days after receipt. Our failure to object to any terms and conditions contained in any purchase order or other document from you will neither be construed as our acceptance of such terms and conditions, or a waiver of these Terms.

**2. Product Use and Restriction / Disclaimer.** The Products are for RESEARCH USE ONLY, AND NOT FOR USE IN DIAGNOSTICS OR DIAGNOSTIC PROCEDURES. The Products do not have FDA or other regulatory approval. Customer agrees not to use the Products in any setting requiring FDA or similar regulatory approval or exploit the Products in a clinical or veterinary diagnostic or therapeutic setting, or to use the Products for human identification purposes, including identification of human remains. Customer agrees not to use the product in an unsafe setting, and only with appropriate safeguards and equipment for laboratory personnel and the environment. You are solely responsible for making sure that the way you use the Products complies with applicable laws, laboratory safety requirements, regulations, and governmental policies and for obtaining all necessary approvals, intellectual property rights, licenses, and permissions that you may need related to your use. Customer shall not attempt to reverse-engineer, copy, or tamper with the Products, or use the Products in a manner inconsistent with the documentation or instructions accompanying the Products. Customer agrees that a false representation regarding Customer’s use of Products is willful misconduct and a material breach of the Agreement.

**3. Orders, Price, and Payment.**

(a) Orders are to be placed through Claret Bioscience’s customer support or sales representatives, and are subject to Claret Bioscience’s acceptance and availability of the Products.

(b) The price(s) for Products will be those provided in a Quote. Prices are subject to change from time to time. Our prices do not include any taxes (including VAT), duties, levies, or other government fees that may apply to Customer’s order. If they apply, it will be Customer’s responsibility to pay them. If we pay them, we will add them to Customer’s invoice. Customer is also responsible for standard delivery and handling charges, if any. We will also add these charges to Customer’s invoice.

(c) Invoices shall be paid in U.S. dollars within 30 days from the invoice date. Upon submission of a Purchase Order, payment is due within 30 days. Each order is a separate transaction, and Customer may not set-off payments from one order against another. If Customer is late in making payment, without affecting our other rights, we may suspend delivery or cancel the order, reject Customer’s future orders, and charge Customer a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law.

**4. Delivery, Acceptance, and Returns.** All Products are sold EXW (Incoterms 2010). Claret Bioscience reserves the right to make delivery in installments. Shipping conditions will be according to Claret Bioscience requirements as provided in a Certificate of Analysis and any other conditions for shipping from Customer or other party will be voided. Product quality cannot be guaranteed at temperatures other than those described in a Certificate of Analysis. Customer can return Products that are damaged or defective on delivery, or correct any shortages or

delivery errors, if you contact Customer Service at [technicalsupport@claretbio.com](mailto:technicalsupport@claretbio.com) within 2 days from the day you receive the Products and receive authorization for return. If you do not contact Claret Bioscience within 2 days, the Products will be deemed accepted. For any properly returned Products, at our discretion, we may replace the Products free of charge, issue a product credit or refund for the product value and shipping charges. No product credit will be available for use if a past due balance is outstanding on a Customer account. Any product credit not used within six (6) months of the date of issue will expire.

## **5. Customer Information.**

(a) Customer shall provide all relevant information as required in a Quote. Customer represents and warrants that Customer owns or otherwise controls the information to be submitted to Claret Bioscience, and that Customer has the right to provide the information to Claret Bioscience for the purpose described herein.

(b) Claret Bioscience may collect non-technical information submitted by Customer (e.g., email, billing address, first/last name, company, phone, etc.) for the purpose of establishing and servicing a user account and for providing the Products as described herein. Claret Bioscience may store Customer data on Claret Bioscience servers which may include cloud-based virtual machines at secure co-location facilities. Employees and agents of Claret Bioscience will have access to user account information as needed to provide the Products. User account information will not be shared outside of Claret Bioscience and its agents without Customer's approval. Claret Bioscience will not use Customer's information for marketing purposes without providing Customer the option to opt-out of such uses. Claret Bioscience may collect usage data regarding Customer's use of Products, including usage data for electronic resources and software for the purpose of improving Claret Bioscience's provision of such Products.

## **6. Limited Rights.**

(a) All intellectual property rights in the products and in any Claret Bioscience technology, intellectual property, and know-how used to make or useful for the manufacture or use of the Products will at all times remain vested in Claret Bioscience and its licensors. Unless otherwise expressly agreed in writing by our CEO, your purchase of the Products only grants you a limited, non-transferable right to use the quantity of the Products that you have purchased from us. No right to resell our Products or any of their components is conveyed. Unless otherwise expressly agreed in writing by our CEO, we provide no rights to use our Products in commercial applications of any kind, including, without limitation, manufacturing, quality control, or commercial services such as reporting the results of your activities with the Products for a fee or other form of consideration. In addition, unless otherwise expressly agreed in writing by our CEO, we provide no rights to use our Products as part of a service provided to third parties, whether such service is commercial or otherwise.

(b) It is solely your responsibility to determine whether you may be required to obtain any additional or third-party intellectual property rights depending upon the particular application in which you use the Product. If you need commercial use rights to our Products (including the right to perform fee-for-services) or the right to use our Products in not-for-profit services, please contact Claret Bioscience's Technical Support.

**7. Compliance with Law.** Customer agrees that it will comply with all applicable United States laws and the laws of any other jurisdiction, including all laws related to the export or re-export of any results or accompanying documentation. Customer represents and warrants to us that Customer will not, directly or indirectly, (a) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the U.S., or (b) use the products for any use prohibited by the laws or regulations of the U.S. and/or Customer's state or local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

**8. No Warranty.** THE PRODUCTS AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS IS." CLARET BIOSCIENCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT ARE NOT SET FORTH IN THIS AGREEMENT INCLUDING IMPLIED WARRANTIES, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Claret Bioscience's representatives are not authorized to enter into agreements outside these Terms or to make any warranties or representations of any kind with respect to the Products.

**9. Indemnification.** To the extent allowed by applicable law, and except where a claim arises as a result of Claret Bioscience's gross negligence or willful misconduct, Customer shall indemnify, defend, and hold Claret Bioscience harmless from and against any and all losses, damages, and expenses (including reasonable attorneys' fees and other costs of defending any action) that Claret Bioscience may incur as a result of Customer's use or resale or other transfer (authorized or unauthorized) of Products or results or by reason of Customer's breach of or failure to perform any of its obligations hereunder, including without limitation Customer's use of Claret Bioscience Products or reliance on results generated with Claret Bioscience Products. Customer hereby waives any federal, state, or local statute or regulation including sovereign immunity that would preclude indemnification. Customer shall fully cooperate with Claret Bioscience in any investigation relating to any such claims and, at no charge to Claret Bioscience, make available to Claret Bioscience all related statements, reports, and tests available to Customer.

**10. Liability Limitation.** EXCEPT TO THE EXTENT (i) CAUSED BY CLARET BIOSCIENCE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) REQUIRED BY APPLICABLE LAW, CLARET BIOSCIENCE AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY FOR (A) ANY LOSS OF USE, PROFITS, REVENUE, GOODWILL, BUSINESS, OR OTHER FINANCIAL LOSS, (B) COSTS OF SUBSTITUTE GOODS OR SERVICES, OR (C) ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF CUSTOMER OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CLARET BIOSCIENCE'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO CLARET BIOSCIENCE FOR THE PRODUCTS. CUSTOMER UNDERSTANDS THAT THE RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE PRODUCTS AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK. In no event shall Claret Bioscience be liable to Customer or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, lost data, lost profits, or any liability, arising out of or in connection with the use of Products. Time is not of the essence for Claret Bioscience's obligations herein. Delivery dates and times are estimates only and we will not be liable (in contract, tort or otherwise) for any losses, expenses, claims, or damages caused by a late delivery.

**11. Unforeseen Events.** Claret Bioscience shall not be liable for delay or failure in performance of any obligations if performance is rendered impracticable, inadvisable, illegal, or impossible by any condition beyond Claret Bioscience's reasonable control. Such conditions include without limitation natural disasters, war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease, medical epidemics, or outbreaks. In the event of delay, Claret Bioscience shall have additional necessary time to perform its obligations and shall have the right to apportion the Products then available for delivery among its various customers in such manner as Claret Bioscience considers appropriate.

**12. Choice of Law and Arbitration.** This Agreement shall be governed by and construed according to the laws of California, without regard to conflicts of law provisions. Claret Bioscience and Customer agree that any dispute or controversy arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the extant rules of the American Arbitration Association. Any provision of applicable law notwithstanding, the parties agree that they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any party. In any legal action commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses.

**13. Miscellaneous.** This Agreement constitutes the entire agreement between Customer and Claret Bioscience for Products and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings, and undertakings. This Agreement shall exclusively govern the ordering, purchase, and supply of the Products, and shall override any conflicting, amending, and/or additional terms contained in any purchase orders, invoices, or similar documents, which are hereby rejected and shall be null and void. In the event that any provision of this Agreement or portion thereof is found to be illegal or unenforceable, the Agreement shall be construed without the unenforceable provision or portion thereof. Modifications may be made only in writing and signed by an authorized corporate officer of Claret Bioscience. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. Claret Bioscience may assign our rights and/or obligations under the Contract to any person in whole or in part. Customer may not assign this Agreement, and any change of control of Customer shall be deemed to be an assignment. Sections 8 through 10 shall survive termination. Headings are for convenience only and will not be used to interpret the Terms.<sup>1</sup>

<sup>1</sup> Revised 2023-09-13