

Terms and Conditions

World – Lonza Rockland, Inc. / Lonza Walkersville, Inc. / Lonza Verviers S.p.r.l., Lonza Cologne GmbH / Lonza Sales Ltd

Definitions

These Terms and Conditions apply to Lonza Rockland, Inc., Lonza Walkersville, Inc., Lonza Verviers S.p.r.l., Lonza Cologne GmbH and Lonza Sales Ltd, as the case may be, herein referred to as “Seller” and to all products ordered from www.bioscience.lonza.com.

Pricing and Terms

Upon order acceptance, these Terms and Conditions of sale shall be governed solely by the terms and conditions of any master agreement between the Seller and purchaser and, where they are not inconsistent with such master agreement, the provisions of this offer to purchase. Where there is no master agreement between the Seller and purchaser, the provisions of this offer to purchase shall constitute the entire agreement between the parties superseding any and all previous communications and negotiations. Unless specifically agreed to in writing by Seller, signed by duly authorized personnel of Seller, no additional or different term or provision of any quotation, acknowledgment, invoice or other form supplied by purchaser shall become part of the contract. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void, without the need for Seller to expressly reject such terms. For the avoidance of doubt, Seller expressly reject any different terms or provisions contained in any document purchaser may provide, and if the Terms and Conditions differ from the terms of your offer, these Terms and Conditions will govern.

Visa®, American Express®, and MasterCard® credit cards are accepted. Prices and conditions are subject to change without notice. The price applicable to any order accepted by Seller shall be the price in effect on the date of shipment. Payment is due within 30 days following the invoice date. There is a minimum \$50 order requirement for all orders. All claims by purchaser shall be made by written notice to Seller in accordance with these Terms and Conditions. Each order is a separate transaction, and purchaser may not off-set payments, including from one order against another, unless otherwise agreed to by Seller. You will make all payments in the currency specified in our invoice to you. Acceptance by Seller of bank draft, check, or other media of payment is subject to immediate collection of the full face amount thereof.

If at any time the financial responsibility of purchaser, or the credit risk involved, shall become unsatisfactory to Seller, Seller may require cash or satisfactory security prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of purchaser to take and pay for the contracted materials. Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by purchaser to Seller.

If purchaser breaches any term of the Terms and Conditions or any other contractual obligation in favor of Seller, (a) Seller may choose to defer any or all further shipments or other performance of any other contractual obligation in favor of purchaser until purchaser cures its breach, and (b) Seller may, by delivery of written notice to purchaser describing the breach, immediately terminate any other contractual obligation to purchaser; provided that purchaser shall have ten (10) days after receipt of the written notice to reinstate any terminated contractual obligations by curing the breach. In the event of a termination, all outstanding payment obligations or other indebtedness of purchaser to Seller shall be due and payable no later than fifteen (15) days after delivery of notice of termination, subject to the right of reinstatement.

Notwithstanding any provision in these Terms and Conditions, Seller shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to purchaser unless purchaser is fully in compliance with its payment and other obligations under the purchase and any other contractual obligation in favor of Seller. In addition, in

the event that purchaser fails to make any payment when due, Seller shall have the right to offset any and all outstanding payment obligations or other indebtedness of purchaser to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe purchaser.

Tax

In addition to the purchase price, purchaser shall pay Seller any and all governmental sales taxes of every kind that Seller may be required to pay with respect to the products. Purchaser shall provide Seller with properly completed exemption certificates for any tax from which purchaser claims exemption. Seller and its assigns shall have the right to assign any right to receive payment under this contract to any person without the prior consent of purchaser.

Late Payment

If purchaser is late in making payment then, without affecting Seller's other rights purchaser will make payment to Seller, upon Seller's demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until purchaser make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include Seller's reasonable costs of collection (including collection agency fees and attorneys' fees). Seller also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if purchaser does not pay Seller when due, or if purchaser otherwise does not perform its obligations under these Terms and Conditions.

Shipping

All orders are shipped via Seller's recommended carriers unless an alternative carrier has been arranged by the purchaser and agreed to by Seller, including transfer of risk of loss. Applicable freight and handling charges will be added to purchaser's invoice. Refrigerated and temperature controlled products fees will be applied, and are subject to change from time to time. Please consult a Customer Service Representative for confirmed delivery dates. If another carrier is agreed to by Supplier, a carrier account number must be provided by purchaser.

Damaged or Missing Product

Contact a Customer Service Representative regarding replacement of damaged or missing product. Damages incurred during shipping or discrepancies must be reported within 5 business days after receipt of product. Purchaser shall provide evidence to Seller of any damage to Product, as reasonably requested by Seller. In the case of damaged product, Supplier, at its discretion shall either replace the damaged product, at Supplier's expense, or shall refund the purchase price of the product.

Returns

Products may be returned only for credit or replacement at Seller's discretion, and not reimbursement of amounts paid. Products may not be returned for credit without first obtaining authorization from a Scientific Support or Customer Service Representative. A restocking fee may be applied for products returned without authorization or for returns in which the purchaser is at fault. The restocking fee is \$50 or 25% of the purchase price, whichever is greater.

Force Majeure

Failure of Seller to make, or purchaser to take, any one or more deliveries when due to any reason or cause beyond Seller's reasonable control, including, but not limited to, anything caused by (a) fire, storm, flood, pandemic, epidemic, strike, lockout, accident, act of war or terrorism,

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riot, civil commotion, embargo or similar circumstances, (b) any regulation, law, or restriction of any governmental department, commission, board, bureau, agency, court, or other instrumentality of any supranational organization of sovereign states, country, state, province, territory, commonwealth, municipality, or other political subdivision thereof (a "Governmental Authority"), any seizure or requisition of product by any Governmental Authority, or any compliance with a demand or request for such product for purposes of national or supranational defense, (c) inability of Seller to obtain any required raw material, energy source, equipment, labor or transportation, at prices and on terms deemed (by Seller) to be practicable, from Seller's usual sources of supply, or (d) any other cause or contingency beyond the reasonable control of that party (whether or not of the same kind or nature as the causes or contingencies above enumerated), shall not subject the party failing to perform to any liability to the other during the period such inability to make or take delivery shall exist. Quantities so affected may, at the option of Seller, be eliminated from the purchase without liability, but the Terms and Conditions shall remain otherwise unaffected.

Purchaser acknowledge that the COVID-19 virus is currently causing global disruption, and that there is a significant risk that Seller's performance under these Terms and Conditions may be affected by consequences of the COVID-19 virus, including but not limited to any measures taken by Governmental Authorities, and/or the availability of human resources and raw materials, and that any such event shall be deemed a Force Majeure event.

In the event of Seller's inability, for any reason, to supply the quantities of product contemplated by the purchase, Seller may allocate its available supply among its purchasers, including departments and divisions of Seller and its affiliates, on such basis as Seller may deem fair and practical without liability to purchaser for any failure of performance that may result therefrom.

Indemnification

Seller will make available to purchaser a Material Safety Data Sheet (MSDS) for each product delivered to purchaser where required. The MSDS sets forth information concerning such product and describes precautions, if required, to be taken in the transportation, delivery, unloading, discharge, storage, handling and use of such product. Purchaser will familiarize itself with all information and precautions, including but not limited to such related to safety and health, contained in MSDSs or otherwise transmitted to purchaser by Seller at any time. Seller will instruct its employees, agents, contractors, customers or any third party which may be exposed to the product about such information and precautions and make available copies thereof to such parties. Purchaser assumes full liability and responsibility for compliance with the above-referenced information and precautions, and with all laws, statutes, ordinances and regulations of any Governmental Authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product including, without limitation, the Foreign Corrupt Practices Act and United States export control laws; in particular, without limiting the generality of the foregoing, purchaser shall not resell or ship to persons on the Denied Parties List or located within embargoed countries (in both cases as defined under the referenced export control laws). Purchaser further agrees to protect, defend and hold harmless Seller from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments (each, a "Claim") associated with the processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any product after delivery

which is (i) inconsistent with any information provided to purchaser or (ii) in violation of any applicable law, statute, ordinance or regulation of any Governmental Authority. Seller assumes no liability for failure of discharge or unloading implements or materials used by purchaser whether or not supplied by Seller.

Since Seller has no control over purchaser's (or others') use, disposition, subsequent processing, admixing or reaction of Seller's products with other products, chemicals or materials, purchaser assumes the entire liability and responsibility therefor and agrees to protect, defend and hold harmless Seller from and against all Claims associated therewith including, without limiting the generality of the foregoing, Claims associated with infringement of any third party's intellectual property rights, patents on processes practiced by purchaser or patents on products made by purchaser.

Warranty

DUE TO THE VARIOUS FACTORS AFFECTING RESEARCH TEST RESULTS, SELLER WARRANTS ONLY AND NOT FOR ANY PARTICULAR PURPOSE OF THE PURCHASES, THAT ALL PRODUCTS SOLD WILL PERFORM ACCORDING TO ESTABLISHED PRODUCT SPECIFICATIONS. PRODUCTS ARE SOLD WITH THE UNDERSTANDING THAT THE PURCHASER WILL DETERMINE IF THE PRODUCT IS SUITABLE FOR ITS APPLICATION. SELLER WILL REPLACE ANY PRODUCT, FREE OF CHARGE, THAT DOES NOT MEET SELLER'S ESTABLISHED PRODUCT RELEASE SPECIFICATIONS AT THE TIME OF DELIVERY.

ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY SELLER OR ANY REPRESENTATIVE THEREOF CONCERNING ANY USE OR APPLICATION OF ANY PRODUCT IS BELIEVED TO BE RELIABLE BUT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED. NO STATEMENT IS INTENDED OR SHOULD BE CONSTRUED AS A RECOMMENDATION TO INFRINGE ANY EXISTING PATENT. WITH REGARD TO ANY PROCESSING OF ANY PRODUCT, PURCHASER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE.

SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW, OTHER THAN SELLER'S (I) OBLIGATION TO DELIVER PRODUCT COMPLYING WITH SELLER'S PUBLISHED SPECIFICATIONS (OR AS OTHERWISE REFERENCED IN THE TERMS AND CONDITIONS) AND (II) IMPLIED WARRANTIES OF TITLE, FREEDOM FROM ENCUMBRANCE, AND RIGHT TO TRANSFER SAME. SELLER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY OTHER THAN AS STATED HEREIN.

Seller guarantees the performance of Clonetics™ and Poietics™ Cells up to two years from purchase only if appropriate Clonetics™ or Poietics™ Media and Reagents are used exclusively, and the recommended storage and use protocols are followed. Cell and media performance is not guaranteed if any modifications are made to such cell systems.

Limitation of Liability

SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE PURCHASE OR USE OF THE PRODUCT. IN ADDITION, SELLER IS NOT LIABLE FOR THE PRODUCT AFTER THE PRODUCT EXPIRATION DATE OR FOR A PRODUCT THAT HAS BEEN MISUSED OR HAS BECOME UNUSABLE DUE TO IMPROPER STORAGE OR HANDLING BY PURCHASER. SELLER'S TOTAL LIABILITY AND PURCHASER'S

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EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE PURCHASE, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

PURCHASER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. PURCHASER'S FAILURE TO GIVE NOTICE TO SELLER OF ANY CLAIM WITHIN FIVE (5) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE PRODUCT AND A WAIVER BY PURCHASER OF ALL CLAIMS WITH RESPECT THERETO.

Resale

Products may be resold only by the Seller or its affiliate companies and authorized distributors. A list of authorized distributors and affiliate companies can be found on our website, www.bioscience.lonza.com.

Product Label

Please read the product label carefully for safety information and warnings related to product hazards. Some products may present flammable, toxic, or other hazards. More information regarding certain products can be obtained by reading the MSDS, available on request from Customer Service, Scientific Support or on the web at www.bioscience.lonza.com. The absence of a warning must not be construed as an indication that the product is safe. All possible hazards may not be known at this time. Some of our products may contain materials of animal or human origin. Products should only be handled and used by qualified personnel familiar with the potential hazards and trained in laboratory procedures. The purchaser assumes all risks of use and/or handling.

Product Use

In general (with the exception of the endotoxin and pyrogen testing products), all products listed or labeled for "For Research Use Only" or "For Laboratory Use Only" and are not intended for use in diagnostic procedures unless otherwise noted. Such products are not to be used for diagnostic or drug purposes, or for administration to humans. Seller does not submit the products for regulatory review by any governmental body or other organization, and we do not validate them for clinical or diagnostic use, for safety and effectiveness, or for any other specific use or application. Purchaser may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the products without Seller's prior written consent.

All products labeled "For Research Use Only" are intended for research purposes only and the purchaser has no rights to transfer the products, components, or materials made using these products, or use these products for Commercial Purposes. Commercial Purposes include 1) use of the products or their components in manufacturing; 2) use of the products or their components to provide a service, information or data; 3) use of the products or their components for therapeutic or diagnostic purposes; 4) resale of the products or their components. Contact Marketing at Lonza Walkersville for further information.

All products labeled for endotoxin or pyrogen detection are intended for use as an in vitro end-product test for human and animal parenteral drugs, biological products, and medical devices. These products are not intended for the detection of endotoxin or pyrogens in clinical samples or as an aid in the diagnosis of human disease.

For the Nucleofector® brand of products the following additional terms and conditions apply:

Please note that Lonza's Nucleofector® Technology is not intended to be used for diagnostic purposes, for testing or treatment in humans.

Products contain a proprietary nucleic acid coding for a proprietary fluorescent protein(s) intended to be used for research purposes only. Any use of proprietary nucleic acid or fluorescent proteins coding by proprietary nucleic acid other than for research use is strictly prohibited. USE IN ANY OTHER APPLICATION REQUIRES LICENSE FROM EVROGEN. To obtain such a license, please contact Evrogen at_license@evrogen.com.

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The purchase of any product conveys to the purchaser a limited non-transferable, non-exclusive license (the "License") for the use of the product and Lonza's proprietary processes and methods without the right to sublicense.

The License is limited to research use only. The License does not include the right to use the product for any Commercial Purpose, as defined herein. Notwithstanding the foregoing, the License permits the purchaser to use the product in combination with the licensed process to perform services internally for affiliates, subsidiaries, sections, departments or scientific collaborators, provided that such services are not for any Commercial Purpose.

Under no circumstances shall the product be used for testing or treatment in humans. The purchaser, through the purchase of the product, acknowledges that the product is not a diagnostic or therapeutic tool and shall not be used as an accessory or complement to such tools.

The License does not permit the purchaser to manufacture, copy, reproduce, transmit, distribute, sell, lease, transfer or sublicense the licensed process and/or the product, including any associated software. For information on obtaining a license for purposes other than research, contact our Licensing Department at gslonza@lonza.com.

With respect to the software products, or software components of a product, (the "Software"), the purchaser agrees that such Software is being licensed and not sold. Seller retains ownership of and title to all Software provided hereunder. Seller grants a royalty-free, nonexclusive, nontransferable license, without the right to sublicense, to use Software and related documentation solely for purchaser's use in connection with a product. Purchaser may not copy the Software. This license terminates when purchaser's lawful possession or use of a product provided hereunder ceases, unless earlier terminated as provided herein. For purposes of Section 117 of the Copyright Act of 1976, as amended, and for all other purposes, Seller will be considered the owner of the software products and related documentation and any copies thereof, and of all copyright trade secret, patent, trademark and other intellectual property rights therein. Purchaser agrees not to modify, sell, transfer, license, loan or otherwise make available to third parties the Software and related documentation. Purchaser may not modify, enhance or otherwise change or supplement the Software, or the operations controlled by

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the Software, without Seller's prior written consent. The source code for the Software will not be disclosed to purchaser, and purchaser may not disassemble, decompile or reverse engineer the Software. Purchaser agrees to hold in confidence the Software and related documentation supplied hereunder and not to disclose or make them available in any form, except to purchaser's employees and agents. Seller will be entitled to terminate this license if purchaser fails to comply with any term or condition herein. Purchaser agrees, upon termination of this license, immediately to return to Seller all Software and related documentation provided hereunder and all copies and portions thereof.

Confidentiality

Purchaser shall keep confidential and secret any and all Confidential Information of Seller or its affiliates that may be disclosed by or on behalf of Seller. "Confidential Information" shall include trade secrets, know-how, proprietary information, formulas, processes, records, techniques, specifications, information relating to the Seller's or its affiliates' past, present and future marketing and research and development activities and any other information that should reasonably be understood to be confidential that are disclosed to purchaser by Seller or its affiliates, whether disclosed in writing, verbally or by any other means.

Governing Law for orders made with Lonza Walkersville, Inc. or Lonza Rockland, Inc.

The purchase and Terms and Conditions shall take effect and be construed exclusively in accordance with the laws of the State of New York, USA, without any reference to its conflicts of law. The Parties agree to submit to the exclusive jurisdiction of the courts located in the Southern District of the State of New York for any suit or action arising from or related to these Terms and Conditions .

Governing Law for orders made with Lonza Verviers S.p.r.l., or Lonza Cologne GmbH, or Lonza Sales Ltd

The Purchase and Terms and Conditions shall take effect and be construed exclusively in accordance with the laws of Switzerland, without any reference to its conflict of law. The Parties agree to submit to the jurisdiction of the courts located in Basel, Switzerland.