

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Acceptance by Kyfora Bio, LLC ("Seller") of the applicable buyer's ("Customer") order, whether such order is submitted via telephone, purchase order, website, catalog order or by other means (as applicable, the "Order Submission"), as well as the supply and purchase of any products from Seller in connection therewith, are subject to and governed by these terms and conditions, as may be amended by Seller from time to time (the "Terms and Conditions") and the Order Submission; provided that if there is any conflict or inconsistency between or among the applicable Order Submission and these Terms and Conditions, these Terms and Conditions shall prevail and govern. Seller hereby notifies Customer, and Customer hereby acknowledges, that Seller objects to all terms and conditions in any Order Submission or any other communication(s) from the Customer which are additional to, different from, or conflicting with these Terms and Conditions. Neither the failure of Seller to object to an Order Submission or any other communication(s) from the Customer, nor shipment of the products described in the Order Submission (the "Product(s)"), shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with these Terms and Conditions. The Customer shall be deemed to have accepted all of these Terms and Conditions, and no other, upon the submission of the Order Submission to Seller, and intends and agrees to be legally bound hereto. The Order Submission (except for additional, different or conflicting terms thereof) and these Terms and Conditions (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall not be modified or superseded by any subsequent writing unless executed by Customer and Seller.

2. PRICES & MINIMUM ORDER POLICY

Prices: Subject to this Section 2, Customer shall purchase all Product(s) from Seller at the price set forth in Seller's published price list in force as of the date of Seller's acceptance of the Customer's submission of the applicable Order Submission; provided that if the price should be increased by Seller before delivery of the Product(s) to Customer, then these Terms and Conditions shall be construed as if the increased price was originally inserted herein, and Customer shall be billed by Seller on the basis of such increased prices. All prices are exclusive of all federal, state, excise and similar taxes, including, without limitation, taxes on manufacture, sales, receipts, and all costs

of transportation, packaging, insurance and other costs, including export and import duties, if applicable. All such taxes and costs will be added to the invoice as a separate charge and paid by Customer. Customer acknowledges and agrees that all prices are based on current costs and therefore are subject to change, without notice, to account for changes in the cost of raw materials and other direct costs beyond Seller's reasonable control.

Minimum Order Policy: Orders placed in U.S. Dollars and shipped through Kyfora Bio LLC shall have a minimum threshold of \$35.00. For orders placed in Euros and shipped to European countries through Polysciences Europe GmbH: On orders less than 250.00 Euro, an order fee of 20.00 Euro will be applied to shipments outside of Germany.

3. SHIPMENT & RISK

All sales of Product(s) are freight and insurance prepaid by Customer from Seller's address in southeastern Pennsylvania. If shipping and handling charges are quoted or invoiced, such charges shall include charges in addition to actual freight and insurance costs.

Delivery of all Product(s) shall be made FOB Seller's address in southeastern Pennsylvania. The Product(s) shall be delivered within a reasonable time after Seller's receipt of Customer's Order Submission, subject to availability of finished Product(s); provided that all deliveries made within thirty (30) days after specified date of delivery in the Order Submission, if a date of delivery is so specified therein, shall constitute timely delivery for the purposes of this Agreement. Seller shall deliver the Product(s) using any commercially reasonable method for packaging and shipping determined by Seller, in its sole discretion. Any liability of Seller for non-delivery of the Product(s) shall be limited to replacing the Product(s) within a reasonable time or adjusting the invoice respecting such Product(s) to reflect the actual quantity delivered. Customer acknowledges and agrees that the remedies set forth in the foregoing sentence are Customer's exclusive remedies for any non-delivery of Product(s).

Title and risk of loss passes to Customer upon delivery of the Product(s) FOB at Seller's address in southeastern Pennsylvania, and Seller shall not be liable for any delays, loss, or damage of any Product(s) in transit to any other location.

As collateral security for the payment of the purchase price of the Product(s), Customer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Product(s), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision

constitutes a purchase money security interest under Pennsylvania's Uniform Commercial Code.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Product(s) to Customer. Each shipment will constitute a separate sale and shall be separately invoiced, and Customer shall pay for the Product(s) shipped whether such shipment is in whole or partial fulfillment of Customer's Order Submission. Any delay in delivery of any shipment shall not relieve Customer of its obligations to accept remaining deliveries and shipments.

4. DELAYS

Seller shall not be liable or responsible to Customer, including without limitation for any losses or damages suffered by Customer, and shall not be deemed to have defaulted or breached this Agreement, for any failure or delay in the performance of this Agreement, or in the delivery or shipment of any Product(s), when such failure or delay is directly or indirectly caused by, or in any manner arises from acts or circumstances beyond the reasonable control of Seller, including without limitation, fires, floods, earthquake, explosion, accidents, acts of terrorists, riots, acts of God, pandemic, war or insurrection, governmental interference or embargoes (whether by priorities, rationing or otherwise), strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, or transportation delays. If any of the above mentioned contingencies occur, Seller reserves the right to cancel, in whole or in part, this Agreement and/or delay delivery of Product without any resulting liability.

5. TERMS OF PAYMENT & INTEREST

Customer shall pay all invoiced amounts net thirty (30) days of Seller's invoice. All payments shall be made in U.S. dollars. Seller reserves the right to impose a money service charge on invoices unpaid after thirty (30) days at the rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law. A service fee of three percent (3.00%) will be added to all credit card orders over One Thousand USD (\$1,000.00).

Customer shall reimburse Seller for all costs incurred in collecting any late payments or otherwise enforcing the Agreement, including, without limitation, reasonable attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Product(s) if Customer fails to pay any amounts when due hereunder. Customer shall not, and waives any right to, withhold payment of any amounts due and payable by reason of

any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

6. RAW CHEMICALS; USE

Seller reserves the right to select sources of supply for raw chemicals that may be incorporated into or included in any Product(s). Seller does not guarantee the compatibility or performance of raw chemicals with Customer's product(s). This Agreement is subject to Seller's ability to obtain the necessary raw chemicals. All raw chemicals incorporated into or included in any Product(s), and the Product(s) themselves, contain hazards and dangers that require caution. Accordingly, Seller shall ensure that all such raw chemicals and Product(s) are handled on only by qualified individuals trained in procedures and familiar with the potential hazards of the chemicals and Product(s). The absence of warning shall not be interpreted as an indication of safety. Except as expressly certified and designated in writing by Seller to be GMP grade product, all chemicals are offered for research and investigational purposes only and are not intended for food, drug, cosmetic or household use. Customer assumes all risk and liability for the use and/or results obtained by the use of the Product(s) whether used singly or in combination with other Product(s).

Customer represents and warrants to Seller that (i) Customer holds in good standing any and all required licenses, approvals and permits necessary for its receipt, ownership, possession or use of the Product(s) to be supplied by Seller, (ii) the Products will not be resold, used or transferred by Customer other than in full compliance with all applicable laws, regulations and orders, and (iii) the Products, as to be used or introduced into commerce by Customer, are not regulated products requiring compliance with GMP or other regulatory or legal requirements, or special or unique manufacturing, safety, inspection or other manufacturing or processing requirements on the part of Seller.

7. LIMITED WARRANTY

Seller warrants to Customer that any Product(s) purchased by Customer hereunder, including all Products, will, at the time of transfer of title FOB southeastern Pennsylvania, be free from material defects in material and workmanship as established by Seller's standards of acceptable quality.

EXCEPT FOR THE WARRANTY SET FORTH IN THE FOREGOING SENTENCE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCT(S), INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Product(s). Third Party Products are not covered by the warranty in the first sentence of this Section 7. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

The Seller shall not be liable for a breach of the warranty in the first sentence of this Section 7 unless: (i) Customer gives written notice of the defective Product(s), reasonably described, to Seller within fifteen (15) days of the initial delivery of the Product(s) (a "Defective Notice"); (ii) if applicable, Seller is given a reasonable opportunity after receiving the Defective Notice to examine such Product(s), and Customer (if requested to do so by Seller) returns such Product(s) to Seller's place of business at Seller's cost and pursuant to Seller's delivery instructions; and (iii) Seller reasonably verifies Customer's claim that the Product(s) are defective. Upon Seller's determination that the Product(s) is/are defective, Seller shall issue to Customer a written Returned Material Authorization number.

The Seller shall not be liable for a breach of the warranty set forth in the first sentence of this Section 7, and all associated Products supplied hereunder, shall be deemed accepted by Customer, if: (i) Customer makes any further use of such Product(s) after giving the Defective Notice; (ii) the defect arises because Customer failed to follow Seller's oral or written instructions, or industry standards or legal requirements, as to the storage, installation, commissioning, handling, use, or maintenance of the Product(s); (iii) Customer modifies, alters or repairs such Product(s), or causes such Product(s) to be further processed or integrated into any further product or process, (iv) Customer sells, transfers or otherwise introduces the Product(s) into commerce, or (v) Customer fails to provide Seller with a Defective Notice within fifteen (15) days of the initial delivery of the Product(s).

Subject to the two (2) foregoing paragraphs, with respect to any defective Product(s), Seller shall, in its sole discretion, as Customer's sole and exclusive remedy relating to the existence of defective Product(s), either: (i) repair or replace such Product(s) (or the defective part); or (ii) credit or refund the price of such Product(s) at the pro rata price

rate provided that, if Seller so requests, Customer shall, at Seller's expense, return such Product(s) to Seller.

THE REMEDIES SET FORTH IN THE FOREGOING PARAGRAPH SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 7.

Products returned without defect which are approved for return by the Seller are subject to a restocking charge equal to twenty-five percent (25%) of the purchase price of the subject item.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE, INJURY OR DAMAGE TO PERSON OR PROPERTY, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), USE OF (OR THE INABILITY TO USE) ANY PRODUCT(S) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE SUPPLY OF PRODUCT TO CUSTOMER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER TO SELLER FOR THE PRODUCT(S) SOLD HEREUNDER DURING THE THIRTY (30) DAY PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY (THE "LIABILITY CAP").

Customer agrees to defend, indemnify, and hold harmless Seller and its affiliates, parents, subsidiaries, employees, agents, successors, officers, directors, and assigns, from and against any suits, actions, proceedings, losses, claims, damages, demands, liabilities, costs and expenses (including reasonable attorneys' and accountants' fees) that Seller may sustain or incur as a result of or relating to:

1. the breach or non-fulfillment of any representation, warranty, covenant, or obligation set forth in this Agreement by Customer or any or Customer's officers, directors, members, managers, partners, employees, agents, representatives, or subcontractors;

2. Seller's compliance with any instructions or guidance with respect to the production, manufacture, or assembly of any of the Product(s);
3. any claim alleging any negligent or more culpable act or omission (whether in duty of care, as a result of presumption, per se negligence, or failing to meet industry standards) of Customer or any or Customer's officers, directors, members, managers, partners, employees, agents, representatives, or subcontractors in connection with the performance of its obligations under this Agreement;
4. any claim by or loss to any party relating to the ownership, condition, sale, safety, legal compliance or use of any of the Product(s) supplied by Seller, solely except to the extent such claim or loss results from the intentional misconduct of Seller;
5. any liability to Customer and/or any third party, under any theory of liability, to the extent it shall exceed the Liability Cap; and
6. any bodily injury, death of any person, or damage to real or tangible personal property, including without limitation those caused by the acts or omissions of Customer or any or Customer's officers, directors, members, managers, partners, employees, agents, representatives, or subcontractors; including without limitation:
 - a. any claims relating to or arising out of the condition, purchase and/or use of any of Customer's products or services, including any breaches of warranties with respect thereto; and/or
 - b. any claims relating to or arising out of the handling, carrying, transportation, or distribution of any of the Product(s) from Seller's address in southeastern Pennsylvania, including any claims based in strict liability.

Customer shall notify Seller in writing within fifteen (15) days of Customer's receipt of knowledge of any accident, or incident involving the Product(s) which results in personal injury or damage to property, and Customer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Customer or made available to Customer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller. Customer at all times shall carry such comprehensive insurance coverage as shall be sufficient to fully insure and cover all of its liabilities and obligations hereunder.

9. INTELLECTUAL PROPERTY RIGHTS

Seller and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to all Intellectual Property Rights (as defined herein) with respect to the Product(s). The term “Intellectual Property Rights” includes, without limitation, all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. Customer agrees not to reverse-engineer, or allow any other party to reverse-engineer, any Products supplied by Seller.

Without limiting the generality of Customer’s indemnification obligations set forth in Section 8 above, Customer shall defend, indemnify, and hold harmless Seller and its affiliates, parents, subsidiaries, employees, agents, successors, officers, directors, and assigns, from and against any suits, actions, proceedings, losses, claims, damages demands, liabilities, costs and expenses (including reasonable attorneys’ and accountants’ fees) that Seller may sustain or incur as a result of or relating to Customer’s breach, violation, or infringement of any of any of Seller’s Intellectual Property Rights.

Customer represents and warrants that its use, sale, resale, and/or distribution of the Product(s), including without limitation, its incorporation or inclusion of the Product(s) into any item or material produced, manufactured, or assembled by Customer or any of its affiliates, parents, or subsidiaries, shall not breach, violate, or infringe any other person’s or entity’s Intellectual Property Rights.

In the event of any claim, demand, suit, or action involving either or both of Seller and/or Seller’s Intellectual Property Rights that pertains to the breach, violation, or infringement of any of any of Seller’s Intellectual Property Rights or that alleges that the Product(s) or Customer’s use, sale, resale, and/or distribution of the Product(s) breaches, violates, or infringes any other person’s or entity’s Intellectual Property Rights, Customer shall immediately notify Seller in writing of such claim, and Seller shall, at its option, have the right to take control of and defend such claim, demand or suit at Customer's expense, to approve counsel and to hire its own counsel at Customer's expense to participate in each and every negotiation or litigation pertaining to such claim, demand, suit, or action.

10. CONFIDENTIALITY

All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, sketches, formulae, proofs, plans, drawings, documents, data, business operations, manufacturing and processing methods, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Unless otherwise agreed in writing, such items and all copyrights or patents protecting them are owned by Seller.

11. MODIFICATION

Modifications, additions, cancellations or suspensions of any order resulting from this Agreement shall not be effective or binding upon Seller or Customer unless evidenced in writing on the Order Submission or in a separate writing that is signed by an authorized manager of both the Customer and the Seller, expressly stating the terms modified and the nature of the modification.

12. JURISDICTION

Customer and Seller each, to the extent that it may lawfully do so, acknowledge, consent, and agree that all matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws (both substantive and procedural) of the Commonwealth of Pennsylvania (including without limitation the provisions of the Uniform Commercial Code as adopted by the Commonwealth of Pennsylvania) without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any suit, action, or proceeding (whether in law or in equity) arising out of or relating to this Agreement shall be brought and instituted solely in the courts of the Commonwealth of Pennsylvania in each case located in the City of Philadelphia and County of Philadelphia, or, if it can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party, to the extent that it may lawfully do so, further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it as its address provided on the Order Submission or as otherwise provided under the laws of the Commonwealth of Pennsylvania.

13. LIMITATION OF ACTIONS

No action regardless of form arising out this Agreement with the Customer may be commenced by Customer more than one (1) year after the cause of action has accrued. Customer shall reimburse Seller for any reasonable attorneys' fees and other legal expenses incurred in enforcing or defending its rights under this Agreement.

14. CANCELLATION OF ORDERS FOR "UPON REQUEST" ITEMS

An order for an 'Upon Request' item, identified by the text in the 'availability' column on the product page or otherwise noted by Seller, can only be cancelled up to the end of the following business day that the order was placed.

METHOD OF SHIPMENT

Unless specifically advised otherwise by Seller, shipment of all Product(s) shall be by United Parcel Service, parcel post, common carrier or air freight. All Product(s) requiring dry ice packaging must be shipped air express; all cold pack materials must be shipped United Parcel Service's next day air service. For those hazardous chemicals covered by Department of Transportation and/or International Air Transport Association (IATA) regulations for flammable (red label) or hazardous items, Seller reserves the right to elect the most appropriate shipping method in order to comply with those regulations and shall be under no obligation to provide notice of shipping method to Customer.

Orders placed through Seller's website for shipment to European countries will be processed through Polysciences Europe GmbH. Seller cannot and does not guarantee these shipments for overnight delivery. If Customer requires expedited service, Customer is advised to please contact Polysciences Europe GmbH directly at +49 6201 845 200.

HAZARDOUS CHEMICALS

Any and all chemicals or other hazardous substances provided or otherwise supplied by Seller to Customer shall be handled only by qualified individuals trained in laboratory procedures and familiar with the potential hazards of the chemicals.

The absence of a warning must not be interpreted as an indication of safety.