

GE HEALTHCARE ADDITIONAL TERMS AND CONDITIONS FOR HYCLONE CELL CULTURE GOODS

Where there is any conflict between these GE Healthcare Additional Terms and Conditions for HyClone Cell Culture Goods ("HyClone Goods"), the order of precedence shall be as follows: (i) these Additional Terms and Conditions; (ii) GE Healthcare Life Sciences Terms and Conditions of Sale (United States, Canada and Puerto Rico); (iii) the GE Healthcare Quote, and (iv) the Customer's Purchase Order.

IF YOU DO NOT AGREE WITH THESE ADDITIONAL HYCLONE TERMS AND CONDITIONS, OR DO NOT WANT THEM TO BE BINDING, YOU SHOULD PROMPTLY NOTIFY HYCLONE TO CANCEL THE ORDER. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES AND DELIVERY OF HYCLONE GOODS ARE FINAL AND SUBJECT TO THE FOLLOWING TERMS.

1. **Definitions:** The following additional definitions shall apply to the sale of HyClone Goods:

"HyClone Goods" means any GEHC Goods provided by HyClone.

"Custom HyClone Goods" means customized or special HyClone Goods that are manufactured or performed to written instructions, specifications or designs.

"Specifications" means HyClone's then current, documented specifications or designs for HyClone Goods in effect at the time of order confirmation or the HyClone Goods mutually agreed upon written specifications or designs for Custom HyClone Goods.

"Documentation" means the then current HyClone documentation, specifications and/or accompanying package inserts shipped with the HyClone Goods.

"Specified Components" means specified raw materials, components, sources, brands or suppliers requested by Customer to be used in the manufacture or assembly of the Custom HyClone Goods.

2. **CUSTOM HYCLONE GOODS.** If Customer desires to purchase Custom HyClone Goods and if HyClone, in its sole discretion, is willing to consider the same, then HyClone will prepare a GEHC Quote for such Custom HyClone Goods. Any change to custom Specifications requires a new GEHC Quote. HyClone will not accept an order for Custom HyClone Goods unless HyClone has issued a GEHC Quote for those Custom HyClone Goods. Orders for Custom HyClone Goods may not be cancelled after forty-eight (48) hours of order placement. HyClone disclaims any liability for: (1) the efficacy or compatibility of the Specified Components; and (2) the performance of the Custom HyClone Goods within ranges desired by Customer (e.g., pH level for media), even if those ranges are communicated to HyClone or are included in the Specifications for the Custom HyClone Goods. HyClone will not be obligated to provide quantities of Custom HyClone Goods or deliver custom services incorporating the Specified Components due to a failure of such Specified Component suppliers. Customer must pay for all manufactured lots of Custom HyClone Goods so long as they comply with HyClone's specifications, even if those Custom HyClone Goods fall outside of Customer's desired performance ranges for Customer's own applications. In the event Customer does not request delivery of any manufactured lots of Custom HyClone Goods, HyClone may ship any such lots or portions of lots at HyClone's discretion. In the event of an overage or shortage in a batch of Custom HyClone Goods that HyClone manufactures to fill an order, HyClone may ship the entire batch, which shall be deemed to satisfy the order so long as the variance does not exceed +/- 10% of the quantity ordered. HyClone has no obligation to continue to manufacture Custom HyClone Goods

after the expiration of a confirmed GEHC Quote. Customer represents and warrants that the inclusion of Customer's Specifications, or a Specified Component in a Custom HyClone Goods, use with a HyClone Good will not infringe any third parties' rights and Customer will indemnify and hold harmless HyClone from any such third party claims.

3. **PRICE.** All HyClone prices may be changed at any time without notice; except that any price quoted in writing by HyClone is valid for thirty (30) days, unless otherwise stated in the GEHC Quote. If no firm price has been quoted in writing by HyClone, the price will be HyClone's price in effect at the time of shipment. All prices are subject to adjustment at the time of shipment due to changes in Specified Components, Specifications, quantities, raw materials, cost of production, material change in the market for raw materials or components, shipment arrangements or other terms or conditions which are not part of HyClone's original price quotation. Custom HyClone Goods which include Specified Components may be subject to price increases at any time, before or after the issuance of a GEHC Quote due to changes in the Specified Component supplier's prices.
4. **CANCELLATION OR CHANGES BY CUSTOMER.** Orders for HyClone Goods may not be cancelled after forty-eight (48) hours of order placement. Orders for Custom HyClone Goods orders in process for which HyClone has issued an order confirmation to Customer may only be changed within forty-eight (48) hours of order placement except with HyClone's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. For the avoidance of doubt, if Customer fails to accept delivery of any HyClone Good within ten (10) days after receiving notice from HyClone that the HyClone are ready for delivery, HyClone may dispose of or store such HyClone Goods or, at HyClone's sole discretion, and at Customer's expense unless delivery arrangements are mutually agreed upon in writing by the parties.
5. **WARRANTY.** The warranty provided under the GEHC terms and conditions shall apply to HyClone Goods but shall be valid only when used by properly trained individuals and shall be limited to sixty (60) days from date of shipment when subjected to normal, proper and intended usage and storage ("Warranty Period"). No claim of suitability for use in applications regulated by FDA is made. This warranty does not extend to anyone other than Customer. Shipment to Customer of replacement HyClone Goods shall be made in accordance with the delivery provisions of the GE Healthcare Life Sciences Terms and Conditions of Sale (United States, Canada and Puerto Rico).
6. **RETURNS.** HyClone will not consent to returns for shipments of HyClone Goods: (1) made from the wrong HyClone lot number when Customer does not specify, at the time of placing the order, the specific lot number on reserve for Customer from which the order must be fulfilled; (2) made with inadequate import documentation for shipments to destinations outside of the United States if HyClone has complied with Customer's prior import instructions; (3) with expiration dates sooner than a particular date if Customer does not specify that date at the time of placing the order; (4) that have already expired or that are within sixty (60) days of expiration; or (5) that are Custom HyClone Goods or that otherwise are custom manufactured. If a return is authorized, then Customer shall return the HyClone Goods to HyClone pursuant to HyClone's written instructions to Customer HyClone shall give Customer a credit for returned HyClone Goods only if HyClone receives the HyClone Goods, inspects them and deems the HyClone Goods to be re-saleable, at HyClone's sole discretion.

7. MISCELLANEOUS.

7.1 The HyClone Goods may be used only for Customer's further manufacturing or research use and are not intended for diagnostic or therapeutic use or administration to animals or humans. Customer will not resell, transfer or distribute any HyClone Goods either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between HyClone and Customer. Due to the nature of serum products, serum regardless of manufacturer may contain some type of contaminant or virus, which may affect the uses intended by Customer.

7.2 Customer will not modify, change, remove, cover or otherwise obscure any HyClone or any of its affiliates' brands, trade or service marks on the HyClone Goods.

7.3 HyClone will not be liable to Customer for any technical assistance or information related to the HyClone Goods given by HyClone or any suggestions by HyClone regarding the use, selection, application or suitability of the HyClone Goods by customer.