

## Nanopartz Terms and Conditions

**Acceptance Governing Provisions** — These General Terms and Conditions of Sale (the “Conditions”) shall govern all orders for and purchases of products from Nanopartz Inc. (“Nanopartz”). In these Conditions, “we,” “us,” and “our” means Nanopartz, and “you” and “your” means the person, company or other legal entity that orders or buys goods from us and in each case their respective successors and/or assigns. All Sales Are Subject To And Expressly Conditioned Upon The Terms And Conditions Contained Herein, And Upon Buyer's Assent Thereto. No Variation Of These Terms And Conditions Will Be Binding Upon Seller Unless Agreed To In Writing And Signed By An Officer Or Other Authorized Representative Of Seller. You will be deemed to have assented to these Conditions unless you return the goods to us unopened and unused within 10 days after your receipt of the goods. These Conditions, including all writings incorporated herein by reference, any quotation issued to you by us, and those specific terms of a purchase order or other document that are either consistent with these Conditions or expressly agreed upon by us in writing, constitute the entire contract between us relating to the subject matter hereof (the “Contract”), and supersede all prior agreements and understandings between us, whether written or oral, and any of your additional or different terms and conditions, which are hereby rejected and shall be void. In the event of a conflict, a quotation takes precedence over these Conditions, and a written contract covering the same subject matter signed by both of us takes precedence over either. If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Conditions shall be unimpaired.

**Changes** — Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.

**Other Delays** — If Buyer is required to provide materials, information, approvals, or other inputs necessary for Seller to complete an order and fails to do so, or if project progress is otherwise delayed due to Buyer inaction, for a period of thirty (30) to sixty (60) days as determined by Seller, Seller reserves the right, at its sole discretion, to suspend or terminate the order. In such event, Buyer shall be responsible for all costs incurred by Seller to date, including but not limited to labor, materials, development work, allocated production capacity, and any commitments made by Seller in connection with the order. Seller may invoice Buyer for such costs at any time after such delay period, and payment shall be due in accordance with Seller's standard payment terms.

**Delivery** — Unless specified differently in writing, all sales are FCA our shipping point. We reserve the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice.

**Inspection and Returns**- Within five (5) days after receipt, (a) Buyer shall inspect the containers for chipped glass, broken seals and other patent defects, and (b) shall notify Seller in writing of any claims for shortages, defects or damage identified in such inspection. Thereafter, Buyer shall hold the Products for Seller's written instructions concerning disposition. If Buyer fails to notify Seller in writing within such five (5) day period, the Products shall conclusively be deemed to conform to the Terms and Conditions hereof and, with respect to any shortages, defects or damage to the Products, to have been irrevocably accepted by the Buyer in their short, defective or damaged condition, whereupon payment shall be due for such Products. Authorization for all product returns must be approved by our Customer Services Department and a return authorization number given to you prior to the return of goods. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for product credit. A restocking charge of 25% shall be charged on returns that are not the result of any error or fault of ours. Non-catalog goods may only be returned when (i) such goods are delivered in a damaged condition; (ii) such goods are obviously defective; or (iii) we have delivered an over-shipment of such goods. Shipping charges will not be credited. Goods may not be returned for credit after 20 days (10 days for non-catalog goods) after your receipt of the goods. Goods produced pursuant to specifications provided by you may only be returned if such goods do not conform to the specifications.

Such goods will be replaced or a refund issued for the purchase price of such goods, in our sole discretion. Shipping charges will not be credited. Goods may not be returned for credit after 14 days after your receipt of the goods. We may require you to sign and deliver a properly completed certificate of decontamination prior to returning any product. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Payment — Terms of sale are net 30 days of date of invoice for approved Buyers, unless otherwise stated. Buyers are approved for NET 30 terms after first purchase is made by credit card or wire. Any discounts provided, including quantity discounts, are lost if the Buyer does not pay within 30 days. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

Taxes and other charges — Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Pricing — Prices shown are in U.S. dollars. Buyer shall remit payment in United States currency. Catalog prices are subject to change by Seller without notice, and Buyer should call Seller for current prices prior to placing an order. Seller guarantees pricing contained in its written quotations for 60 days. When placing an order, Buyer should reference Seller's quoted prices or the quote number. Seller will contact Buyer by phone, fax or e-mail in the event of any discrepancy between Buyer's order and Seller's pricing or other terms. All quotations shall be deemed Confidential and will not be shared with persons outside the organization in which this quotation is addressed.

Warranties and Limitation of Liability — Seller warrants that its products shall conform to the description of such products as provided to Buyer by Seller through Seller's website, Catalog, Analytical Data Or Other Literature. This Warranty Is Exclusive, And Seller Makes No Other Warranty, Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For Any Particular Purpose. Seller's Warranties Made In Connection With This Sale Shall Not Be Effective If Seller Has Determined, In Its Sole Discretion, That Buyer Has Misused The Products In Any Manner, Has Failed To Use The Products In Accordance With Industry Standards And Practices, Or Has Failed To Use The Products In Accordance With Instructions, If Any, Furnished By Seller. Seller's Sole And Exclusive Liability And Buyer's Exclusive Remedy With Respect To Products Proved To Seller's Satisfaction To Be Defective Or Nonconforming Shall Be Replacement Of Such Products Without Charge Or Refund Of The Purchase Price, In Seller's Sole Discretion, Upon The Return Of Such Products In Accordance With Seller's Instructions. Seller Shall Not In Any Event Be Liable For Incidental, Consequential Or Special Damages Of Any Kind Resulting From Any Use Or Failure Of The Products, Even If Seller Has Been Advised Of The Possibility Of Such Damage Including, Without Limitation, Liability For Loss Of Use, Loss Of Work In Progress, Down Time, Loss Of Revenue Or Profits, Failure To Realize Savings, Loss Of Products Of Buyer Or Other Use Or Any Liability Of Buyer To A Third Party On Account Of Such Loss, Or For Any Labor Or Any Other Expense, Damage Or Loss Occasioned By Such Product Including Personal Injury Or Property Damage Unless Such Personal Injury Or Property Damage Is Caused

By Seller's Gross Negligence. All Claims Must Be Brought Within 30 Days After Shipment, Regardless Of Their Nature.

Buyer's use of products — Buyer shall use Products for laboratory research purposes only, shall not use Products for research in humans and shall not use or distribute Products commercially, whether alone or in combination with other materials, or use them for any other purposes, including, without limitation, for in vitro diagnostic purposes or in foods, drugs, biologics, medical devices or cosmetics for humans or animals. Buyer shall not transfer Products to third parties, and Buyer shall not permit, allow, encourage, or facilitate the use by third parties of Products in contravention of the use restrictions set forth in the preceding sentence. Without limiting the foregoing restriction, Buyer covenants to Seller that Buyer shall conduct all necessary tests, comply with all applicable regulatory requirements, and issue all appropriate warnings and information to users of Products. Buyer also shall comply with any instructions furnished by Seller relating to use of the Products and not misuse the Products in any manner. Notwithstanding any of Seller's patents directed to use of the particular Products purchased by Buyer, Buyer may, by covalent chemical bonding, attach Products to other materials for laboratory research purposes only, but Seller otherwise reserves all of its rights under any patents or other intellectual property rights covering the use or modifications of its Products or the combination of Products with other materials; nor does Seller grant Buyer licenses or transfer any rights, title, or interest in and to Products or any intellectual property rights related thereto, including but not limited to trademarks, inventions, trade secrets, or patents, whether by implication, estoppel or otherwise; and Seller may in its sole discretion choose not to grant any such rights, licenses or other transfers in the future. Buyer may not copy, distribute, reverse engineer (by way of example but not limitation, by performing tests such as Mass Spectrometry, HPLC, gas chromatography, or x-ray crystallography), sell, lease, license or otherwise transfer, modify, adapt, or create derivatives of any Product, except to the limited extent expressly provided for herein. Products purchased from Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted.

Buyer agrees to comply with instructions, if any, furnished by Seller relating to the use of the products and not misuse the products in any manner. If the products purchased from Seller are to be repackaged, relabeled or used as starting material or components of other products, Buyer will verify Seller's assay of the products. No products purchased from Seller shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

Prior to use, gently mix the product to ensure homogeneity. Sonication may be used where appropriate for the intended application. Users are encouraged to verify relevant material properties (e.g., UV-Vis spectra) against the Certificate of Analysis (COA) provided with the product.

Disposal determinations are driven primarily by the solvent system and any materials introduced during use. If organic solvents or other hazardous reagents have been used, disposal should be conducted in accordance with the applicable procedures and regulations governing those materials.

Nanoparticle materials may aggregate over time or under certain conditions, which can affect their physical form during handling. All disposal decisions and procedures must be determined and carried out by the end user in accordance with institutional environmental health and safety (EHS) policies and applicable local, regional, and national regulations.

Buyer's Representations and Indemnity — Buyer represents and warrants that it shall use all products ordered herein in accordance with "Buyer's Use of Products", and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Seller's products, or by reason of Buyer's failure to perform its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and



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determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer 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.

Patent disclaimer — Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

Technical Assistance — At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. Seller Makes No Warranties Of Any Kind Or Nature, Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For Any Particular Purpose, With Respect To Technical Assistance Or Information Provided By Seller Or Seller's Personnel. Any Suggestions By Seller Regarding Use, Selection, Application Or Suitability Of The Products Shall Not Be Construed As An Express Warranty Unless Specifically Designated As Such In A Writing Signed By An Officer Or Other Authorized Representative Of Seller.

Miscellaneous — Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

Governing Law — All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of Colorado including its conflict of laws principles.

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Nanopartz Inc.

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Customer