

TOSOH BIOSCIENCE LLC

TERMS AND CONDITIONS OF SALE

(also available at <https://www.separations.us.tosohbioscience.com/about-us/legal/conditions-of-sale>)

- 1. ACCEPTANCE.** BY ORDERING, PAYING FOR OR ACCEPTING ANY PRODUCT SOLD BY TOSOH BIOSCIENCE LLC (“TOSOH”), THE BUYER NAMED IN TOSOH’S QUOTATION AND/OR ORDER ACKNOWLEDGEMENT (“BUYER”) AGREES TO ALL THE TERMS AND CONDITIONS STATED BELOW. Acknowledgement, acceptance or receipt by any Tosoh employee or agent of Buyer’s purchase order or other document containing pre-printed or customized terms that are contrary or additional to the terms of this Agreement (defined below) shall not vary this Agreement. Nor shall contrary or additional representations or statements whether made in writing or verbally by a Tosoh employee or agent vary this Agreement. All such contrary and additional terms, representations and statements are rejected. This Agreement may be changed only by a writing signed by an authorized representative of Tosoh stating that it is modifying this Agreement. The term “Agreement” means, collectively, (i) Tosoh’s quotation, if one is issued, (ii) Buyer’s written purchase order accepted by Tosoh, but only with respect to identification and quantity of the Products (defined below) ordered, (iii) Tosoh’s acknowledgement or acceptance of Buyer’s order, and (iv) these Terms and Conditions of Sale. All orders are subject to acceptance by Tosoh.
- 2. PRICING.** Pricing for the Products shall be as stated on Tosoh’s order acknowledgement and invoice.
- 3. TAXES; CUSTOMS.** Buyer will reimburse Tosoh for all taxes, customs, duties, excises, tariffs, brokerage fees or other charges (collectively, “Taxes”) which Tosoh may be required to pay to any government (foreign, national or local) and which are levied directly upon, or measured directly by, the sale, production, transportation, import and/or export of the products sold hereunder (the “Products”), whether the Taxes are levied or imposed at the time of Tosoh’s acceptance of Buyer’s purchase order or subsequent thereto.
- 4. SHIPPING CHARGES.** Tosoh shall ship the Products EXW (Incoterms 2020) Tosoh’s designated shipping point. Transportation and in-transit insurance costs will be prepaid and such costs together with any applicable handling charges will be added to the invoice. The method of transportation and carrier will be selected by Tosoh. Title and risk of loss shall pass to Buyer upon Tosoh’s tender of delivery of the Products to the selected carrier at Tosoh’s designated shipping point.
- 5. CANCELLATION.** No order may be cancelled without Tosoh’s agreement and a fifty percent (50%) cancellation charge.
- 6. INSPECTION.** Within 30 days of receipt of a Product, Buyer shall inspect the Product by using the conditions stated in the Certificate of Analysis or Operating Conditions and Specifications that is provided in connection therewith and shall notify Tosoh if the Product does not conform to the specifications contained in the Certificate of Analysis or Operating Conditions and Specifications. Provided Buyer obtains Tosoh’s prior authorization, Tosoh shall accept any non-conforming Product for return at Tosoh’s expense. The failure to provide timely notice of non-conformance or any act by Buyer inconsistent with rejection, including use or resale, shall constitute an unqualified acceptance of the Products.

With respect to Products which are equipment, including but not limited to the EcoSEC® Elite GPC System, the EcoSEC® High Temperature GPC System, the LenS₃® MALS detector and the Octave® BIO (the “Instruments”), installation of such Instruments will be effected by Tosoh on terms stated in Tosoh’s quotation. Any rescheduling of an installation will need to be notified to Tosoh immediately and may result in Buyer paying Tosoh’s non-cancellable travel expenses. Failure by Buyer to notify Tosoh of any operational issue within five days following installation shall constitute Buyer’s unqualified acceptance of the Instrument.

For clarification purposes, provisions relating to Products apply to both Instruments and other Products sold hereunder, unless there is a specific provision relating to Instruments contained in these Terms and Conditions of Sale.

- 7. PAYMENT.** Payment by Buyer for purchase of the Products or for any other sum owed by Buyer to Tosoh under this Agreement shall be due within 30 days of the date of Tosoh’s invoice or other written notice without any reduction, setoff or abatement for any reason. Any extension of such 30-day payment term must be in writing issued by Tosoh. If Buyer fails to make payment when due, Buyer shall pay Tosoh interest for each month or any part thereof during which such payment is overdue at a monthly rate of 1.0%, up to the maximum rate of interest permitted by applicable law, computed from the due date until such payment and the interest thereon are paid in full. In addition, if payment is not made in accordance with the terms hereof or if Buyer’s credit standing has been impaired at any time, Tosoh may withhold further delivery of Products or

service until satisfactory cash or credit arrangements have been made, and may demand in writing that Buyer provide adequate assurance of its ability to make payments under such terms. Tosoh retains, and Buyer hereby grants, a security interest (or charge, lien, or similar right under applicable local law) in each Product and proceeds thereof until Buyer has made payment in full for the Products. Buyer will, upon request by Tosoh, provide all cooperation required by Tosoh to perfect such security interest. Tosoh reserves the right to repossess the Products if Buyer failed to make full payment for the Products.

8. **LIMITED EXPRESS WARRANTIES.** Tosoh warrants that at the time of delivery each Product conforms to the specifications thereof contained in the Certificate of Analysis or the Inspection Data Sheet that is provided together with the Product; provided, however, that the foregoing warranty applies only if the Product has been properly handled, stored and used by Buyer. Transportation charges for the return of any Product shall not be paid unless authorized in advance by Tosoh.

For an Instrument, Tosoh's warranty is as set forth in its warranty documentation issued to Buyer in conjunction with the Instrument sale. Should warranty repair or service of an Instrument be necessary, it must be provided by Tosoh's authorized repair and service personnel. Tosoh or its designated repair and service personnel shall provide all warranty service after installation during Tosoh's normal working hours (8:00 am to 5:00 pm local time), Monday through Friday exclusive of Tosoh designated holidays, at no additional charge. Should Buyer desire service during after hours, Saturday, Sunday or a Tosoh designated holiday, Tosoh will attempt to provide such service, but Buyer shall be invoiced and must pay for any such labor and travel at Tosoh's then effective overtime rates. Any required repair parts will be supplied at no charge, except for consumables used in completing such service. At Tosoh's option, an Instrument may be exchanged or replaced rather than repaired on-site.

Buyer acknowledges that the conditions of use and application by Buyer or its customers of any Product and technical information provided in connection therewith (whether verbal, written or by product evaluation) are beyond Tosoh's control. Buyer agrees that it shall test such Product and technical information to determine to its satisfaction whether they are suitable for the intended use and applications of Buyer or its customers. All technical information shall be given without warranty or representation. Buyer hereby assumes, and releases Tosoh from, all liabilities, in contract, tort or otherwise, incurred in connection with the use or application of any Product or technical information provided in connection therewith (whether verbal, written or by product evaluation), including but not limited to the use or application of any Instrument with non-Tosoh columns.

Should Buyer be acquiring a license to a Tosoh software, including but not limited to the SECview® Advanced Multi-Detector and the BIOController™, all terms governing said license are stated in Tosoh's License Terms issued to Buyer. Warranties on the personal computer or laptop on which the Tosoh software is deployed shall be for one year following software deployment and shall cover only those matters warranted by the computer or laptop manufacturer.

9. **EXCLUSIVE WARRANTIES.** THE WARRANTIES SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED FOR THE PRODUCTS. EXCEPT FOR SUCH WARRANTIES, TOSOH MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF), OR THE MERCHANTABILITY OF THE PRODUCTS, OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. SPECIFICALLY, TOSOH DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S REQUIREMENTS. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE APPLICABLE WARRANTY SET FORTH IN SECTION 8.

10. **INTELLECTUAL PROPERTY INFRINGEMENT.** For a period of 3 years from the invoice date of a Product, Tosoh shall defend and indemnify Buyer against any lawsuit or claim brought or made against Buyer on the alleged infringement by a Product of (i) a U.S. issued patent, or (ii) a trademark, copyright or other intellectual right, if Buyer notifies Tosoh promptly in writing and gives Tosoh complete control of and authority for the defense and settlement of the same. If any such lawsuit or claim is brought or made, Tosoh may, at its option in its sole discretion, (a) modify or replace the affected Product to eliminate the alleged infringement, (b) procure for Buyer the right to use the asserted intellectual property right or (c) refund the Purchase Price of the allegedly infringing Product and cease further supply of like products. Notwithstanding the foregoing, Tosoh shall have no liability or responsibility for any lawsuit or claim resulting from (1) any product produced from a Product, (2) any combination of a Product with any other product, (3) any use or application of a Product,

including the process or method used with an Instrument, and the use or application of an Instrument in a manner that is different from the conditions recommended in the Instrument manual issued by Tosoh, (4) any modification or degradation of a Product, (5) any Product made or modified in accordance with Buyer's specifications or instructions, (6) any product characterized by an Instrument, or (7) any incorporation of another product, software or technology into an Instrument, or any use of an Instrument in conjunction with another product, including use of an Instrument with non-Tosoh columns (any circumstance listed in clauses (1) - (7), an "Exception"). The foregoing remedy is exclusive and constitutes Tosoh's sole obligation for any claims of intellectual property rights infringement.

Buyer shall defend Tosoh in any lawsuit or claim of intellectual property infringement arising from an Exception, and Buyer shall be responsible for the legal and related costs and expenses of such defense as well as the costs and expenses of any settlement or compromise of such lawsuit or claim, provided Tosoh shall give Buyer full and complete authority, information and assistance (at Buyer's expense) for such defense and no settlement or compromise shall be made without Buyer's prior written consent.

11. **MATERIAL SAFETY DATA SHEET.** Buyer shall be responsible for knowing all information and precautions disclosed in the Safety Data Sheets and other materials provided by Tosoh which set forth information concerning the Products and describe precautions to be taken in the storage, handling, use and operation of the Products and in the maintenance of the health and safety of persons exposed to the Products, the public and the environment. Buyer shall also convey such information and precautions to the persons who may be exposed to the Products.

12. **COMPLIANCE WITH LAWS.** Buyer shall comply with all laws applicable to the handling, storage, use, sale or other disposal of the Products and the manufacture, use, sale, export or other disposal of products made using any Product. Buyer shall at its own expense obtain and maintain all regulatory and other necessary approvals from all relevant governmental or other authorities for such handling, storage, use, sale, export or other disposal of the Products and of products made using the Products.

13. **LIMITATION OF REMEDY.** Buyer's exclusive remedy against Tosoh, and Tosoh's total liability, for any claim, whether in contract, tort or otherwise, arising out of this transaction, or alleged to have resulted from an act or omission of Tosoh, whether negligent or otherwise, including without limitation any failure to deliver, delay in delivery, product contamination, product liability or breach of warranty, shall be the purchase price for the Products with respect to which such claim is made or, where appropriate and at the option of Tosoh in its sole discretion, to repair or replacement of such Product. Tosoh's total aggregate liability to Buyer arising out of or relating to this Agreement, the Products and warranty service furnished on the Instruments shall in no event exceed the total amount paid by Buyer hereunder. IN NO EVENT SHALL TOSOH BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR PROFITS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT TOSOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH LIMITATION OF LIABILITY OR LIMITED OR EXCLUSIVE REMEDY SET FORTH IN THIS AGREEMENT IS INDEPENDENT OF ANY OTHER LIMITATION OF REMEDY AND IF ANY SUCH LIMITATION OF REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE HELD TO BE UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OF ANY OTHER SUCH LIMITATION OF REMEDY. The allocation of risk in these Terms and Conditions of Sale is material to this transaction, the limitations of liability in this Section will be given full effect, and Buyer acknowledges and agrees that Tosoh would not enter into this transaction without these limitations of liability.

14. **FORCE MAJEURE.** Except for Buyer's obligation to make monetary payments hereunder, neither party shall be liable in damages for any delay or default in such party's performance hereunder if such default or delay is caused by Force Majeure, which is an event beyond such party's reasonable control including, but not limited to: an act of God; regulation or law or other action of any government or agency thereof; war or insurrection; civil commotion; destruction of production facilities or materials by earthquake, fire, flood, or storm; labor disturbance; epidemic; and failure of suppliers, public utilities or common carriers. Tosoh may cancel delayed deliveries if the delay is caused by Force Majeure lasting more than 60 consecutive days, provided Tosoh shall have given Buyer at least 30-day advance written notice.

15. **ALLOCATION.** If, for reasons of Force Majeure or otherwise, Tosoh is unable to supply contracted quantities of Products to all its customers, Tosoh may satisfy its obligations under this Agreement by allocating to Buyer in any commercially reasonable manner a share of Tosoh's available supply of Products.

16. **EXPORT CONTROLS.** By accepting delivery of the Products, Buyer warrants and represents that Products sold under this Agreement are for ultimate use in the country of destination (ship to location) identified on Tosoh's quotation or order acknowledgement, and Buyer will not export the Products outside of such country of destination without first consulting with Tosoh regarding any export control laws that may be applicable to such export. If Tosoh determines in its reasonable judgment that export outside of the country of destination identified on Tosoh's quotation or order acknowledgement requires a license or other clearance from a governmental agency with authority over the export, Buyer shall not make the export without first obtaining such required license or other clearance.

17. **CONFIDENTIALITY.** The receiving party agrees to disclose the disclosing party's Confidential Information (defined below) only to its employees, affiliates, contractors and suppliers ("Representatives") who need to know that information to enable receiving party to perform the Agreement or to use the Products and who are legally required, by contract or otherwise, to maintain the confidentiality of the information in accordance with this Agreement. Notwithstanding the foregoing, Buyer may not disclose any Confidential Information received or derived from Tosoh to contractors or suppliers of Buyer that are in the business of designing, making or selling products competitive with the Products. Receiving party shall protect disclosing party's Confidential Information with at least the care with which it protects its own confidential information of a similar nature but in any event, not less than a reasonable standard of care, and shall be liable for any disclosure of disclosing party's Confidential Information by receiving party's Representatives that breaches this Agreement. Disclosing party's "Confidential Information" means any information or materials disclosed or made available by a party to the other party, that (i) in the case of a written or other tangible disclosure, disclosing party affixes a "Proprietary", "Confidential" or similar legend indicating the confidential nature of the information, (ii) in the case of an oral or visual disclosure, disclosing party makes an oral statement at the time of disclosure to identify the information as confidential and delivers to receiving party a written summary of the information confirming that disclosing party regards the same as Confidential Information within 30 days of disclosure, and (iii) if given the nature of the information disclosed and the circumstances of the disclosure, a reasonable person would believe such information to be the confidential information of disclosing party, such information shall be "Confidential Information" for purposes of this Agreement, regardless of whether any identification, marking, or summarization of such information set forth in clauses (i) and (ii) were made. This Agreement and the activities contemplated herein are considered Confidential Information of the parties. Confidential Information excludes information that receiving party can demonstrate (a) is generally available to the public through no breach of these terms by receiving party; (b) was already known to receiving party prior to its disclosure by disclosing party; (c) was rightfully disclosed to receiving party by a third party, subject to no restrictions of confidentiality or restricted use; or (d) was developed by receiving party without reference to or use of disclosing party's Confidential Information. Confidential Information may be disclosed by receiving party to the extent disclosure is required by law or by the order of a tribunal with jurisdiction, provided: (1) receiving party notifies disclosing party of such mandatory disclosure as soon as reasonably possible; (2) disclosing party is provided a reasonable opportunity to contest such disclosure or to seek a protective order; and (3) receiving party reasonably cooperates (at disclosing party's expense) with disclosing party's efforts to do so. Disclosing party remains the owner of the Confidential Information and disclosure only provides receiving party with the limited right to use stated above. Receiving party acknowledges that disclosure or use of Confidential Information in breach of these terms may cause irreparable harm to disclosing party, monetary damages may be an inadequate remedy for such breach, and disclosing party will have the right, in addition to all other rights and remedies, to seek injunctive relief for any breach of these terms. In the event the parties have or will enter into a non-disclosure agreement, the terms of that non-disclosure agreement shall supplement, be in addition to these terms.

18. **GOVERNING LAW.** The sale and purchase of the Products shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to what laws might otherwise govern under applicable principles of conflict of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern the sale and purchase of Products hereunder.

19. **VENUE.** Any dispute, controversy or difference arising out of or in relation to the sale or purchase of the Products, other than for Buyer's failure to make timely payment of any sum due from Buyer to Tosoh, shall be brought before the courts of the Commonwealth of Pennsylvania in Montgomery County or the United States District Court for the Eastern District of Pennsylvania located in Philadelphia, Pennsylvania, and the parties hereby consent to the exclusive jurisdiction of such courts and waive any contention that any such court is an improper venue for the resolution of such dispute, controversy or difference. Tosoh shall have the right to bring suit in any court of competent jurisdiction for Buyer's failure to make timely payment of any sum due from Buyer to Tosoh.

20. **WAIVER.** The failure of Tosoh to insist upon strict performance of any of the terms or provisions hereof shall not be construed as a waiver, to any extent, of its right to assert any such terms or provisions in the future.

21. **SEVERABILITY.** The invalidity of any terms or provisions hereof shall not affect the validity of the remaining terms or provisions, and this Agreement shall be construed as if such invalid terms or provisions had been omitted.

22. **ASSIGNMENT.** Any assignment of any of the rights or obligations of Buyer hereunder shall be void without prior written consent of Tosoh. Any transfer of the control or sale of all or substantially all the assets of Buyer shall be construed to be an assignment hereunder.

23. **ENTIRE AGREEMENT.** The terms and conditions contained herein constitute the entire understanding of the parties with respect to the subject matter hereof. No modification or waiver of any of the terms and conditions hereof shall be of any force or effect unless made in writing and signed by the party claimed to be bound thereby.

24. **ATTORNEY'S FEES.** In the event of an action or proceeding arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to the reasonable attorney's fees and other costs and expenses incurred in connection with such action or proceeding and in connection with enforcing any judgment, award or order thereby obtained, or any appeal thereof.