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## Terms and Conditions for Custom Antibody Service

Version 3.1, Revision 2011-08-18

### 1. **Purchase Terms**

Order can be placed with P.O. number or credit card number. Biomatik reserves the right to refuse any order if any antigen has bio-hazardous concerns.

Payment can be made by credit card (Visa or MasterCard), cheque, or wire transfer.

Payment is net 30.

### 2. **Deliverables**

Biomatik will deliver produced antibody along with other deliverables agreed and specified on the quote.

### 3. **Turnaround**

Biomatik delivers its custom antibody products within the estimated timeline in most cases; however Biomatik does not guarantee turnaround time for any antibody project. Biomatik may discontinue a project by written notice if the order is technically difficult to accomplish.

Biomatik will use best efforts to deliver Service within the timeline specified. The success of a project is dependent upon the material used. Some or all animals may fail to give a response to certain antigens. Please note that while Biomatik guarantees delivery of antibodies that bind to the specified antigen, it does not guarantee that a given antigen designed by Biomatik or provided by the Customer will elicit an immune response or that the antibodies delivered will function well in downstream applications. If Biomatik is unable to deliver antibodies that bind to their Biomatik-designed antigen, the Customer will receive no package charge. This guarantee does not apply to antigens not designed or acknowledged by Biomatik.

### 4. **Shipping Policy**

FOB Biomatik shipping points. Title and risk of loss passes to Customer upon transfer to shipper. Custom products from Biomatik are shipped by express courier service, unless otherwise requested. Shipping fees will be incurred by customer for partial order shipments.

### 5. **Warranty and Refund Policy**

Custom antibody ordered are not returnable. Once an order is accepted by Biomatik, it cannot be terminated without the prior written consent of Biomatik.

Upon receipt of shipped goods, Customer will inspect the shipment promptly for damages, shortages and correct identity of product. Any non-conformity claims must be submitted within 30 days of shipment. If Customer fails to provide such claim within such period, the shipment will be deemed accepted by Customer. Non-conformities will be promptly replaced or authorized for return and credit, at Biomatik's option.

### 6. **Intellectual Property**

Biomatik will not claim ownership of intellectual property to the antibodies developed by Biomatik.. Biomatik shall retain all rights, title and interest to antibody production technology, including know-how and trade secrets, used or developed by Biomatik in performing any services or creating any products, including all intellectual property rights with respect thereto.

### 7. **Disclaimer of Warranty**

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR INFRINGEMENT, ARE EXCLUDED AND HEREBY DISCLAIMED. BIOMATIK SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, CONTINGENT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFIT OR OTHER ECONOMIC LOSS, ARISING IN

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