

## **TERMS AND CONDITIONS FOR SALE OF PRODUCTS**

### Prices

All prices are quoted in U. S. dollars and are subject to change without notice. Freight and packaging prices will be added to the invoice. Prices apply for quantities shipped at one time (partial shipments at Zymera's convenience). Orders are subject to final acceptance by Zymera at the prices in effect at the time of shipment.

### Payment

Goods will be billed at the price in effect at the time of shipment. Payment of the full invoiced amount in US dollars is due 30 days from the date of shipment. Payments may be made by check, credit cards (Visa , Mastercard, or American Express), or wire transfer. For payments made by wire transfer, all bank charges shall be at customer's expense; an appropriate service charge (bank charge) will be added to the invoice. For credit card payments, credit card charges will be processed at the time of shipment. In the event that a customer fails to keep its accounts with Zymera current, Zymera reserves the right to require prepayment prior to the shipment of additional products.

### Shipping

All sales are FCA Zymera's shipping point (San Jose, CA, USA). Zymera reserves the right to make delivery in installments and to invoice separately for each such installment. Shipping, packaging, insurance (if requested) and handling charges are prepaid and added to the invoice. Freight charges may be charged to a customer's FedEx or UPS account if requested. Sales tax will be added to the invoice (unless a customer resale/tax exemption certificate is provided). Outside California, the customer is responsible for all taxes and duties.

## **PRODUCT USE AND WARRANTY**

### Use & Materials Safety

All products are manufactured for research use only. The customer is solely responsible for qualification of any product for the customer's specific use. Suggestions and data included on product labeling are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of the products are beyond our control.

Each product is intended for use by qualified professionals who will safely handle and dispose of the products. Material Safety Data Sheets are available on request. Zymera is in no way responsible for misuse.

### No License to Use

Suggestions for use of the products, or the inclusion of descriptive material from patents and the citation of specific patents, should not be understood as 1) recommending the use of any product in violation of any patent, or 2) permission to license to use any patents or licenses of Zymera either specifically or by implication.

### Warranty

Zymera warrants that its products shall conform to the description of such product as provided in Zymera's product labeling, as furnished to the Buyer, for the warranty period

specific to the product or the expiration date stated, whichever occurs first, and only if the products have been stored and handled in accordance with Zymera product labeling. This warranty is exclusive and Zymera makes no other warranty, expressed or implied, including any implied warranty of merchantability or fitness for any particular purpose.

Zymera's warranties made in connection with any sale shall not be effective if Zymera has determined, in its sole and unfettered discretion, that Buyer has misused the products in any manner or has failed to store, handle or use the products in accordance with instruction, if any, furnished by Zymera. Zymera does not warrant that the use of the products delivered hereunder will not infringe on the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process unless expressly stated.

Zymera's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Zymera's satisfaction to be defective or nonconforming shall be the replacement of such products without charge, or refund of the purchase price, in Zymera's sole discretion, upon the return of such products in accordance with Zymera's instructions. Zymera reserves the right to compare the returned products against retained samples to verify the customer's compliance with its responsibilities for storage and handling before agreeing to accept and replace such returned products.

In no event Zymera will be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, consequential, or exemplary damages (including but not limited to lost profits), even if Zymera had notice of the possibility of such damages

#### Return Goods Policy

Returns will not be accepted without the prior written consent of Zymera. Returns will only be authorized due to errors attributable to Zymera or where the product does not conform to technical specifications provided by Zymera. Claims for damage in transit must be made within 48 hours of delivery. Claims for non-receipt of goods due to lost shipments must be made within 15 days of shipment.