

Terms and Conditions

- 1. Acceptance of Terms** — By purchasing and accepting delivery of products supplied by Enzyme Research Laboratories (“Products”) you agree to be bound by these terms and conditions (the “Terms and Conditions”). Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect.
- 2. Changes** — Once submitted, any change(s) to your order(s) may be made only with advance written approval of Enzyme Research Laboratories and such changes may require different terms, including a change in the price and/or time of delivery. Once submitted, you may not cancel any order unless cancellation is expressly approved by Enzyme Research Laboratories in writing, which approval may be contingent on your payment of Enzyme Research Laboratories’ costs or other 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 Enzyme Research Laboratories by its suppliers, and any other costs resulting from cancellation. A verified bill of costs issued by an officer or other authorized representative of Enzyme Research Laboratories shall be conclusive as to the amount of such costs. Enzyme Research Laboratories reserves the right to cancel any order, in whole or in part, upon your breach of these terms and conditions or your bankruptcy, insolvency, dissolution, receivership proceedings, or upon the occurrence of any event leading Enzyme Research Laboratories to reasonably question your willingness or ability to perform.
- 3. Delivery, claims** — All sales will be delivered by UPS, FedEx or as agreed upon by the receiver. Shipping charges are prepaid and added to the bill of costs unless you provide a UPS or FedEx account number for these charges. Handling charges may apply in addition to actual freight costs. Delivery of Products to the carrier at Enzyme Research Laboratories’ shipping point shall constitute delivery to you and you shall bear all risk of loss or damage in transit. The general method of shipment for each item is listed in Enzyme Research Laboratories’ product directory. However, Enzyme Research Laboratories reserves the right, in

its sole discretion, to determine the exact method of shipment for any particular shipment. Enzyme Research Laboratories reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve you of your obligations to accept remaining deliveries. Immediately upon your receipt of any Products shipped hereunder, you shall inspect the same and shall notify Enzyme Research Laboratories in writing of any claims for shortages, defects or damages and shall hold Products for Enzyme Research Laboratories' written instructions concerning disposition. If you fail to so notify Enzyme Research Laboratories within five days after the Products have been received by you, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the you.

4. **Delays** — Any specified delivery dates are estimates only and do not represent a promise by Enzyme Research Laboratories to deliver Products at a date certain. Enzyme Research Laboratories 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 Enzyme Research Laboratories' reasonable control, including, without limitation, unsuccessful reactions, act(s) of you, embargo or other governmental act, regulation or request affecting the conduct of Enzyme Research Laboratories' 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. If any such event continues for longer than 180 days, either party may terminate your order and you will pay Enzyme Research Laboratories for work performed prior to termination and all reasonable expenses incurred by Enzyme Research Laboratories as a result of termination. In the event of delays in delivery or performance caused by force majeure or by you, the date of delivery or performance shall be extended by the period of time Enzyme Research Laboratories is actually delayed or as mutually agreed. If, for reasons other than the foregoing, Enzyme Research Laboratories should default or delay or not deliver Products, your sole remedy against Enzyme Research Laboratories is an option to cancel your

purchase order, through prior written notice to Enzyme Research Laboratories.

5. **Security Interest in Unsold Inventory** — To secure your obligation to pay Enzyme Research Laboratories for the purchase of products, you grant to Enzyme Research Laboratories a purchase money security interest in all products purchased from Enzyme Research Laboratories, and in all proceeds thereof. You agree to execute UCC Financing Statements and such other documents as may be necessary from time to time and to otherwise assist Enzyme Research Laboratories in perfecting its security interest, if requested.
6. **Allocation of Products** — If Enzyme Research Laboratories is unable for any reason to supply the total demands for Products specified in your order, you may choose to receive a partial shipment of each Product or wait for each Product to be completely fulfilled before shipping.
7. **Payment and Interest** — Unless otherwise stated, payment in full shall be made within 30 days of invoice. Enzyme Research Laboratories reserves the right to require an advanced deposit of up to 100% of the purchase price at the time of order or any time prior to delivery as a condition of performance. If for any reason Enzyme Research Laboratories, in its sole and unfettered discretion, deems the ultimate collectability of the purchase price to be in doubt, Enzyme Research Laboratories may, without notice to you, delay or postpone the delivery of the Products and may, at its option, change the terms of payment to payment in full or in part in advance, with respect to the entire undelivered balance of Products. In the event of default by you in the payment of the purchase price or otherwise, Enzyme Research Laboratories, at its option, without prejudice to any other of Enzyme Research Laboratories' lawful remedies, may defer delivery, cancel your order and any other order of you, or sell any undelivered products on hand for the account of you and apply such proceeds as a credit, without set-off or deduction of any kind, against the agreed upon purchase price, and you agree to pay the balance then due to Enzyme Research Laboratories on demand. You agree to pay all costs, including, but not limited to, reasonable attorney, accounting, and expert fees and other expenses of collection resulting from any default by you in any of the terms hereof. Invoices remaining unpaid after their due date will be

subject to an interest charge of 1.5% per month (or the maximum rate allowed by law).

8. **Taxes and other charges** — Enzyme Research Laboratories shall not be responsible for the payment of 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 you and Enzyme Research Laboratories, with the sole exception of any sales taxes invoiced and collected from you by Enzyme Research Laboratories. All other such charges (if any) must be paid by you separately and in addition to the prices quoted or invoiced. In the event Enzyme Research Laboratories is required to pay any such tax, fee or charge, you shall reimburse Enzyme Research Laboratories therefore; or, in lieu of such payment, you shall provide Enzyme Research Laboratories at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
9. **Pricing** — Any quotation provided by Enzyme Research Laboratories is firm only if you place a corresponding order within the time specified on the quote or, if no time period is mentioned, within 15 days. You must request shipment of the entire quantity of Products ordered within 6 months from the date of order, otherwise, Enzyme Research Laboratories' standard prices at time of shipment may apply, at Enzyme Research Laboratories' option, to future deliveries.
10. **Price Changes** — Shipment will be made promptly even if prices have been nominally increased. Price changes will be automatically applied to your invoice. Notwithstanding any price quotation or prices listed by Enzyme Research Laboratories, if at any time prior to delivery Enzyme Research Laboratories' costs of materials have increased by 10% or more, then Enzyme Research Laboratories may cancel any accepted but undelivered orders or condition the continuance of any order on your agreement to a corresponding increase in price.
11. **Warranties** — Enzyme Research Laboratories warrants that its products shall, at the time of delivery, conform to the description of such products as provided to you by Enzyme Research Laboratories through Enzyme Research Laboratories' product directory, analytical data or other

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12. **Your Use of Products** — Enzyme Research Laboratories' Products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, in Enzyme Research Laboratories' product directory or in other literature furnished to you. You acknowledge that the Products have not been tested by Enzyme Research Laboratories for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in Enzyme Research Laboratories' literature furnished to you. You expressly represent and warrant to Enzyme Research Laboratories that you will properly test, use, manufacture and market any Products purchased from Enzyme Research Laboratories and/or materials produced with Products purchased from Enzyme Research Laboratories 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. You further warrant to Enzyme Research Laboratories that any material produced with Products from Enzyme Research Laboratories shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be materials which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

You realize that, since Enzyme Research Laboratories' Products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. You assume responsibility to assure that the Products purchased from Enzyme Research Laboratories are approved for use under TSCA, if

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13. **Resale, Distribution and Export Prohibited** — You warrant to Enzyme Research Laboratories that you will use the Products directly and as permitted by Section 12 above, and you further agree that the Products may not be marketed, distributed, resold or exported by you for any purpose.
14. **Patent disclaimer** — Enzyme Research Laboratories does not warrant that the use or sale of the Products delivered hereunder 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.
15. **Returns** — Products may not be returned as all sales are final.
16. **Technical Assistance** — At your request, Enzyme Research Laboratories may, in Enzyme Research Laboratories' sole and absolute discretion, furnish technical assistance and information with respect to Enzyme Research Laboratories' Products. ENZYME RESEARCH LABORATORIES 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 ENZYME RESEARCH LABORATORIES OR ITS PERSONNEL. ANY SUGGESTIONS BY

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17. **Miscellaneous** — Enzyme Research Laboratories' failure to strictly enforce any particular term or condition contained herein or to exercise any right with respect to your order shall not constitute a waiver of Enzyme Research Laboratories' right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies are cumulative and are in addition to any other rights and remedies Enzyme Research Laboratories may have at law or in equity. Any waiver of a default by you shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any of these terms 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 section headings herein are for convenience only; they form no part of the Terms and Conditions and shall not affect their interpretation. These Terms and Conditions 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.
18. **Governing Law, Disputes** — All disputes allegedly arising from the legality, interpretation, application, or performance of your order, the Products or any of these Terms and Conditions shall be governed by the laws of the State of Indiana excluding its conflict of laws principles. Each party agrees that any dispute arising between them which results in either party instituting court proceedings shall be litigated in the Federal District Court for the Northern District of Indiana if a basis for federal court jurisdiction is present and otherwise in the Circuit or Superior Court for St. Joseph County, Indiana, located in the City of South Bend. Notwithstanding the foregoing, nothing in this section shall prevent Enzyme Research Laboratories from bringing a claim in any court having jurisdiction over you to enjoin infringement of Enzyme Research Laboratories' trademark, patent or other intellectual property rights, or to prevent irreparable harm to Enzyme Research Laboratories. The parties

agree to waive, to the fullest extent permitted by law, any and all rights to a trial by jury in connection with any dispute.

19. **Indemnity and Insurance** — You shall defend, indemnify, and hold harmless Enzyme Research Laboratories, its corporate affiliates, agents, employees and representatives from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) resulting from your (a) sale or use of the Products in food, drug, medical device, cosmetic, commercial or any other use, (b) breach of the provisions and representations contained in the Terms and Conditions or (c) negligence, recklessness or misconduct. You shall maintain: workers' compensation insurance with statutory limits; (ii) employers' liability insurance for bodily injury with limits of at least \$1,000,000 per occurrence or as required by law; and (iii) comprehensive general liability insurance for death, bodily injury and property damage, including products liability coverage, with limits of at least \$5,000,000 per occurrence or as required by law. Upon Enzyme Research Laboratories' request, you will provide Enzyme Research Laboratories with certificates of insurance evidencing such coverage naming Enzyme Research Laboratories as an additional insured.