

# Dojindo Standard Terms and Conditions

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**1. Acceptance:** Dojindo Molecular Technologies, Inc. (hereinafter referred to as “Dojindo,” “we,” or a “Party” ) Standard Terms and Conditions apply to all purchases of Dojindo products and services, except to the extent otherwise explicitly agreed to in written document(s) executed by Dojindo and customer (“Customer” or a “Party”). All other terms and conditions, including but not limited to, any preprinted or boilerplate terms and conditions on any documents issued by Customer unsigned by Dojindo, and/or any purchase orders issued to Dojindo, are hereby deleted and declared null and void.

**2. Pricing:** Listed prices exclude any insurance, freight, taxes, or customs duties, and levies, which shall be payable by Customer. Listed prices are for U.S. Customers only and are subject to change. U.S. Customers are those customers with both U.S. billing and shipping addresses. Visit [www.dojindo.com](http://www.dojindo.com) or call us at (877)987-2667 for current prices. Dojindo has the right to change the price, descriptions, and specifications of its products at any time without notice, unless otherwise explicitly specified in a written quotation. Any applicable taxes, shipping, handling, or other fee of any nature shall be paid by Customer in addition to the price quoted.

**3. Shipping:** All shipments are made through Dojindo’s designated carrier. Shipping charges are prepaid and added to the invoice, unless a shipping account is provided when placing an order. Dojindo ships most of the orders via next day delivery (not available to all locations). Other shipping options can be considered upon request but will only be granted if Dojindo can ensure the quality of our products as determined in our sole discretion. Special or hazardous shipments may incur additional charges for packaging. Please inspect goods immediately upon receipt and notify us of defects or shortage within 10 business days of receipt. No replacement product or refund will be provided to Customer unless Dojindo receives notification of defect or shortage within 10 business days of receipt by Customer. Discrepancies with items ordered through Dojindo distributors must be handled with the relevant distributor(s). No product may be returned to Dojindo for refund after 10 days of receipt by Customer.

**4. Cancellation and Returns:** Once an order for any Dojindo product is placed, Customer may not cancel or withdraw any order. Unless the product received by the Customer is defective or different from the product ordered by the Customer, Dojindo will not accept any returns or provide any refund. Please contact Dojindo to report a problem with a product, order or delivery. Customer must inspect all packages immediately upon receipt of order and notify Dojindo of any problems or damages. Before returning any product, Customer must contact Dojindo for return authorization. No returns are permitted without prior written authorization. The products shall be returned in their original containers with the original Dojindo labels and unaltered in form and content. No returns will be authorized if the product has not been stored correctly, the product is opened and used, or there is an indication that the product cannot be shipped back safely.

**5. Payment/Terms:** Payment should be made to Dojindo Molecular Technologies, Inc., 30 West Gude Drive, Suite 260, Rockville, MD 20850 within thirty (30) days from invoice date, in U.S. dollars. Only the following payment methods are acceptable by Dojindo:

- (a) Credit card (Visa, Master Card, or American Express) to be charged in advance of shipment.
- (b) Bank wire transfer to a designated bank account indicated in Dojindo's invoice, to be received in advance of shipment. Customer is responsible for associated fees or any other charges associated with the bank wire transfer.
- (c) (If approved in advance by Dojindo) Check (with purchase order number indicated) made payable to "Dojindo Molecular Technologies, Inc." (Payment by check may be denied for Customer with insufficient credit history or reference.)

Dojindo reserves the right to refuse to sell to any Customer until all overdue accounts are paid in full.

**6. Conditions:** Dojindo listed products are intended for laboratory research use only and not to be used for any other purpose, including but not limited to: drug, food, food additive, cosmetics or clinical use in humans, unless otherwise stated on our product labels or in literature supplied by Dojindo to Customer. Products sold by Dojindo do not have the approval or clearance of the U.S. Food and Drug Administration ("FDA") or other regulatory approval, clearance or registration. No license is conveyed or implied for Customer to use, and Customer agrees not to use Dojindo products in any manner requiring FDA or other regulatory approval, clearance or registration. Because Dojindo products may not be on the Toxic Substances Control Act ("TSCA") inventory, Customer assumes responsibility to ensure that the products purchased from Dojindo are approved under TSCA, if applicable. Resale of Dojindo products requires the express written consent of Dojindo. Dojindo may reject orders from private individuals not affiliated with an organization. Dojindo reserves the right to insist on a written order and/or references before proceeding on an order. Customer represents and warrants that Dojindo products will not be purchased/resold for any use or in any manner that violates applicable laws and regulations or is not in compliance with Dojindo's instructions or authorization. Dojindo will not be responsible or liable for any losses, costs, expenses, or liability arising out of the unauthorized or unlicensed sale, resale or use of Dojindo products.

**7. Custom Made-To-Order Products:** Dojindo may define certain products as Custom Made-To-Order ("CMO"). Customer must provide Dojindo with product specifications and any other requirements in writing prior to the start of manufacturing a CMO product. Dojindo and Customer shall agree in writing to the product specifications and other terms and conditions including volume, price delivery schedule prior to the start of manufacturing a CMO product. Customer must provide a purchase order incorporating such specifications and other terms and conditions and Dojindo must formally accept such purchase order in writing prior to the start of manufacturing. Dojindo reserves the right not to accept the purchase order for any reason. Once Dojindo accepts the purchase order for a CMO product, Customer may not cancel the order and shall purchase the entire lot of the CMO without regard to volume as agreed in advance in writing between Dojindo and Customer even though the volume actually produced by Dojindo is less than the volume ordered by Customer. Dojindo shall not be liable for any third party claims, including alleged infringement of intellectual property, asserted against any CMO product produced in accordance with Customer's specifications and other requirements and Customer must indemnify and hold Dojindo harmless from any damages or losses of whatsoever nature including without limitation, attorneys' fees, consequential or indirect damages or losses resulting from any third party claims asserted against the CMO product that Dojindo manufactures in accordance with the specifications and other requirements of Customer.

**8. Technical Support:** Dojindo offers technical assistance, advice and information ("Technical Support") regarding its products and service at the Customer's request. Such Technical Support is generally provided free of charge by Dojindo but Dojindo is not obligated to provide any Technical Support. Customer hereby understands and agrees to accept Technical Support, if offered by Dojindo, solely at the Customer's risk.

**9. Environmental Safety:** Only qualified technical personnel acquainted with safe laboratory practice and potential chemical hazards should handle chemicals. Customer is responsible for the handling, safe use and disposal of Dojindo products. Customer shall not adulterate or misbrand Dojindo products in violation of applicable laws and regulations, including FDA laws and regulations. Dojindo provides Material Safety Data Sheets (“MSDS”) and information on its product labels regarding potential or known hazards from various regulatory agencies and chemical databases. However, many compounds do not have available hazardous information. The absence of hazardous warning(s) does not indicate safety, and care must still be taken in its use.

**10. Entire Agreement:** The Standard Terms and Conditions, together with all documents that are now or subsequently incorporated by reference, constitutes the entire agreement between Dojindo and Customer with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between Dojindo and Customer. Dojindo shall not be bound by any provision in any purchase order, confirmation, correspondence, amendment, or other communication from Customer which is at variance with, in addition to, seeks to define or clarify, waives and/or conflicts with any provision of these Standard Terms and Conditions, unless such variance, addition, definition/clarification, or waiver/conflict is specifically identified in a written agreement signed by Customer and Dojindo which expressly references the superseded provision of the Standard Terms and Conditions.

**11. No Third Party Beneficiaries:** The representations, covenants, obligations, rights, and agreements of the Parties set forth in these Standard Terms and Conditions are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Agreement including, without limitation, Customer’s employees, users, end users, and customers. Dojindo shall have no relationship with any third party that may obtain access to the products through Customer. Customer further acknowledges and agrees that no fiduciary relationship arises under these Standard Terms Conditions nor any other agreement between the Parties.

**12. Warranty:** Dojindo warrants that its products, when unsealed for use by Customer, will perform according to specifications accompanying each product. Products found not meeting specifications when unsealed may be replaced within six months so long as the product is stored in accordance with the instructions provided by Dojindo. Notice of discrepancies in the specification must be made immediately after opening the sealed product and upon discovery of the discrepancy and within 6 months from the date of delivery. Once the product package is unsealed by Customer, Customer must follow Dojido instructions as to how the product should be stored to preserve its quality. Shipping discrepancies (i.e., discrepancies between the product ordered and the product delivered in terms of the kind or quantity) must be reported within 10 business days of receipt of the product.

**13. DISCLAIMER OF WARRANTIES:** ASIDE FROM EXPRESS WRITTEN WARRANTIES ACCOMPANYING RELEVANT PRODUCTS, DOJINDO MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER OR ANY THIRD PARTY CONCERNING THE PRODUCTS OR THE USE OF THE PRODUCTS WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY PRODUCT PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS. FOR PURPOSES OF THIS SECTION 13 AND ANY AND ALL OTHER DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT, OR ANY ORDER FORM, ALL REFERENCES TO DOJINDO OR CUSTOMER HERETO SHALL INCLUDE EACH PARTY’S AFFILIATES, AGENTS, SUPPLIERS, OTHER CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES.

**14. LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DOJINDO BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES WITH RESPECT TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR ANY OTHER BUSINESS LOSS INCLUDING GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF CUSTOMER FOR SUCH DAMAGES, REGARDLESS OF WHETHER DAMAGES ARE CAUSED BY NEGLIGENT ACT OR OMISSION, OR OTHER WRONGFUL ACT ARISING FROM OR RELATED TO THIS AGREEMENT AND REGARDLESS OF WHETHER DOJINDO WAS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE OR NON-PERFORMANCE OF DOJINDO AND/OR ANY PRODUCT SHALL BE REPLACEMENT OF THE PRODUCT. THE FOREGOING LIMITATIONS ARE IN ADDITION TO (AND NOT IN LIEU OF) ANY LIMITATIONS SET FORTH IN AN APPLICABLE WRITING SIGNED BETWEEN THE PARTIES AND THEY APPLY TO ALL CAUSES OF ACTION AND CLAIMS OF ANY KIND BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OR ANY OTHER TORT. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING LIMITATIONS OF LIABILITY.

**15. Excusable Delay or Failure:** Neither Party will be in default or otherwise liable for any delay, other interruption, or failure of its performance under these Standard Terms and Conditions or any agreement between the Parties (except with respect to payment obligations) to the extent such delay, other interruption, or failure to perform arises by reason of an act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, catastrophic accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party, inability to secure materials, labor or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected Party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall suspend any agreement between the Parties, as applicable, until the Excusable Delay or Failure ceases.

**16. Export Controls:** Customer acknowledge that Dojindo products and related materials may be subject to export controls under the U.S. Export Administration Regulations and related U.S. laws. Customer will: (a) comply strictly with all legal requirements established under these controls; and (b) not export, re-export, divert, transfer or disclose, directly or indirectly, any Dojindo products or related technical documents or materials to any country (or to any national or resident thereof) which the U.S. Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer or disclosure is prohibited or restricted, without obtaining the prior written authorization of the applicable U.S. Government agency and Dojindo.

**17. Governing Law:** This agreement is governed by and construed in accordance with the laws of the State of Maryland, without regard to choice of law provisions. Customer and Dojindo further consent to exclusive jurisdiction and venue in the state and federal courts located in Baltimore, Maryland. Each Party waives all defenses of lack of personal jurisdiction and forum *non-conveniens*. Process may be served on either Party in the manner authorized by applicable law or court rule.

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END OF DOJINDO STANDARD TERMS AND CONDITIONS.