

PNA Innovations, Inc. General Terms and Conditions of Sale

If you have any questions about our quotation or the ordering process, please contact our “Customer Service” department at info@pnainnovations.com.

1. Definitions.

- 1.1 Use of the word “we”, “our” or “PNAi” refers to PNA Innovations, Inc., a Delaware corporation having a place of business at: 10-N Roessler Road, Woburn, MA 01801.
- 1.2 Use of the word “you”, “your” or “Customer” refers to the purchaser of goods and/or services under this Contract (defined below).
- 1.3 Use of the word “us” means PNAi and the Customer under this Contract.

2. Contract Terms. We are happy to provide Customers with a quotation (“Quotation”) but until Acceptance (defined below), no contract exists between us. These are the contract terms and conditions (“Terms”) under which we sell our products and services to you. Some of our products are subject to additional written contract terms (“Supplementary Terms”). You can find Supplementary Terms in our Quotation, on our website, in literature that accompanies the product or service, and/or in a written contract between us that makes reference to this document. You may also obtain copies from Customer Services. The Terms stated in this document, together with our Quotation (if any) and Supplementary Terms (if any), create the contract (“Contract”) between us for the purchase and sale of products and services. The Contract between PNAi and Customer for a particular order is created when we accept your order (“Acceptance”), by: 1) sending you a written confirmation; or 2) by shipping the product to you; or 3) otherwise initiating action to provide what you have ordered. The Contract is between you and PNAi. If any conditions within the Contract documents conflict with each other, they will be interpreted in using the following priority: 1) Supplementary Terms; 2) the Quotation; and 3) then the Terms stated in this document. The Contract and the Terms supersede any purchase order or other purchase documents provided by Customer (also see paragraph 15, below).

3. Delivery, Title and Ordering.

3.1 We will try to meet the delivery dates specified by Customer, depending on availability and any lead times that may apply. Sometimes we deliver products in installments. If we do, we may send you a separate invoice for each delivery.

3.2 Our products are made according to your specifications. Once Acceptance of your order has occurred, you cannot cancel it. If you would like to delay the date of delivery, please contact Customer Services to see if we can reschedule your delivery. Not all deliveries can be rescheduled.

3.3 All our products are sold FOB our shipping facility. Products are delivered (and risk of loss passes to you) when they are loaded onto the commercial carrier at our facility. You are responsible for clearing any products for import into your country. Title to products will pass to you upon our delivery of the products to the carrier. We are not responsible for any damage caused by the carrier, but we will assist you with any claims. If you so elect, we will prepaid for insurance and add the additional amount to your invoice.

4. Inspection.

4.1 You can return products that are defective on delivery, or correct any shortages, if you contact Customer Services within five (5) days from the day you receive the products. Authorization for all product returns must be approved by Customer Services and a return authorization number given to you (the “**Return Authorization**”) prior to the return of goods. Not all items will be authorized for return. Items authorized for return must arrive at our facilities in a state satisfactory for resale within twenty one (21) days from the Return Authorization to be eligible for product credit.

4.2 Products that we make in accordance with your specifications (a “**Custom Product**”; also see paragraph 9, below) can only be returned if the products do not conform to your given specifications. In that case, we will, in our sole discretion, either replace the products or issue a refund to you equivalent to the price you paid for the products. This is the Customer’s sole remedy on Custom Products.

5. Price. The price for products and/or services is shown in the Quotation. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order form. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice or a supplemental invoice if necessary. You are also responsible for standard delivery and handling charges, if any. We will also add these charges to your invoice. For details of our freight policy, please call Customer Services.

6. Payment. You must pay, in United States dollars, invoices within thirty (30) days from the invoice date (the “**Due Date**”). Each order you submit is a separate transaction, and you may not set-off payments from one order against another. If you are late in making payment (i.e. your invoice is not paid in full by the Due Date), without affecting our other rights, we may at our option take one or more (or all) of the following actions; 1) suspend delivery; 2) cancel the Contract; 3) reject your future orders; and/or 4) charge you a late-payment charge, from the Due Date until paid, at the rate of the lesser of: (i) one and one-half percent (1.5 %) per month; or (ii) the maximum interest rate allowed by law. You agree to pay the invoice price and this late charge when we demand. If we appoint a collection agency or an attorney to recover any unpaid amounts, we can charge you, and you agree to pay, all reasonable costs of collection, including without limitation court costs and all associated reasonable attorneys' fees paid by PNAi to collect amounts due.

7. Product Use and Restrictions.

7.1 Unless we expressly state otherwise in Supplementary Terms, all products are for INTERNAL RESEARCH USE ONLY, AND NOT FOR HUMAN OR ANIMAL THERAPEUTIC OR DIAGNOSTIC USE. You must use our products in accordance with our instructions and all applicable laws and regulations. Unless we expressly state otherwise in Supplementary Terms, you may not: (i) resell our products; or (ii) use them in any service you provide for a third party (whether or not you invoice for this service).

7.2 Unless we state otherwise in Supplementary Terms, we do not submit our products for regulatory review by any government body or other organization, and we do not validate them for clinical, therapeutic or diagnostic use, for safety and effectiveness, or for any other specific use or application. You are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies. You must obtain all necessary approvals, permits and permissions you may need. It is solely your responsibility to make certain that the products are suitable for your particular use. You agree, solely at your cost, to dispose of all products in accordance with all applicable laws and regulations. You agree to indemnify and hold PNAi harmless if you use or dispose of products in violation of applicable law, regulation or government policy.

8. Limited Warranties.

8.1 Limited Warranty. Unless a different written warranty or disclaimer of warranty is included with our Supplemental Terms or Quotation, we warrant that the products will meet the specifications stated in our published catalogs. Unless we state otherwise in Supplementary Terms, this warranty lasts for three (3) months from the time we ship product under your order.

8.2 Exclusions. Our warranties do not apply to defects or failures caused by: (i) contact with improperly used or unapproved chemicals or samples; or (ii) failure to follow the recommended storage conditions provided with the products.

8.3 Submitting Warranty Claims and Remedies. If a product does not meet our warranty, you must notify Customer Services in writing during the warranty period and as soon as reasonably practicable after you discover the failure. For valid product claims timely made, we will replace or repair the product, or provide you with a credit for the price you paid, at our option, after you return the product to PNAi in accordance with the instructions received from Customer Services.

8.4 Limitations. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. IN NO EVENT WILL OUR TOTAL LIABILITY FOR BREACH OF WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. THE ABOVE WARRANTIES ARE EXCLUSIVE, AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

9. Custom Products. When you ask PNAi to manufacture a custom product we may decline the design or manufacture of such custom product, at any stage of the design or manufacture process, if the custom product is unsuitable or commercially impractical to be synthesized. If that is the case, we will notify you as soon as possible and you will not be obligated to pay any fees for any expenses incurred by PNAi in connection with a declined product.

10. Intellectual Property. Unless otherwise provided in applicable Supplementary Terms, our sale of products to you only grants you a limited, personal, non-transferable right, for you alone to use the quantity of the products that you have purchase from PNAi only for your internal research purposes. Unless we expressly state otherwise in Supplementary Terms, we provide no rights under this Contract to use our products in commercial applications of any kind, including, without limitation, manufacturing, quality control or performing commercial services such as reporting the results of your activities for a fee or other form of consideration. You acknowledge that all intellectual property rights relating to our products and services, as between you and PNAi, are solely and exclusively owned by PNAi. No other intellectual property rights are conveyed by PNAi to you, either by implication, estoppel or otherwise. For example, PNAi does not grant (by implication, estoppel or otherwise) any right under this Contract to: 1) resell our products or any of their components (either as received from PNAi or as reformulated by you); or 2) to use the products in a fee-for-service activity. If you need commercial use rights to our products (including the right to perform fee-for-services), please contact PNAi. To the extent that your use of our product outside the scope of the Contract, it is solely your responsibility to acquire additional intellectual property rights related to such use (“**Additional Rights**”). Nothing in the Contract limits our ability to enforce our intellectual property rights against you, or any of your customers, for any use of products purchased by you in a manner inconsistent with this Contract.

11. Intellectual Property Indemnity.

11.1 Our Indemnity of You. We will indemnify and defend you from and against infringement damages finally awarded in any legal action brought by a third party against you to the extent that the action is based on a claim that our manufacture and/or sale of a product infringes any patent, copyright, trademark or other intellectual property right of such third party if we had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the product to you. This indemnity does not apply to claims that arose based on: (i) your failure to comply with the Contract; (ii) your failure to acquire any applicable Additional Rights; (iii) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions; (iv) your use or resale of products as expressly prohibited by paragraphs 7 and/or 10 of these Terms, or (v) modifications made by you or any third party. This indemnity does not apply to products originating from third parties. **THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.** As a condition precedent to our obligation under this indemnity, you must: (i) notify PNAi in writing, as soon as you become aware of any claim; (ii) not admit any liability or take any other action in connection with the claim that could affect the defense; (iii) allow PNAi to solely control the defense or settlement of the claim; and (iv) give PNAi your reasonable information, co-operation and assistance in resolving any claim.

11.2 Your Indemnity of PNAi. If a third party makes a claim against PNAi for infringement of its intellectual property rights based on: (i) our manufacture and/or sale of a product we make according to your instructions, specifications, or other directions; (ii) your failure to comply with the Contract, (iii) your failure to acquire any applicable Additional Rights; (iv) our use of

materials you provide to PNAi, or (v) your modification, use or resale of a product, then you will indemnify and hold PNAi harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

11.3 **Avoidance.** If we believe a product may be subject to a claim for intellectual property infringement, then you will allow PNAi, at our option and expense, to either: (i) secure for you the right to continue using the product; (ii) substitute the product with another suitable product with similar functionality; or (iii) require you to return the product to PNAi for a refund of the purchase price you paid.

12. Limitations of Liability.

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT 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, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY PRODUCT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO PNAI FOR THE PRODUCT OR SERVICE PURCHASED. HOWEVER, THESE PROVISIONS DO NOT LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

12.2 DELIVERY DATES AND TIMES ARE ESTIMATES ONLY AND WE WILL NOT BE LIABLE (IN CONTRACT, DELICT, TORT OR OTHERWISE) FOR ANY LOSSES, EXPENSES, CLAIMS OR DAMAGES CAUSED BY A LATE DELIVERY.

13. Export Control. Products and information that you receive from PNAi may be subject to United States export-control laws and regulations. You may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on our products or information) to any destination, entity, or person prohibited by United States laws or regulations. By submitting your order to PNAi, you represent that you've performed a review and determined that your order does not violate United States export-control laws or regulations.

14. Technical Advice. If we provide you any technical advice related to the products we provide to you, we are only providing such advice to try to assist you. Any use of the products is governed solely by the documentation we provide with the products and the terms of this Contract.

15. Entire Contract.

15.1 The Contract represents the entire agreement between us regarding the products and services we provide to you under it, and supersedes and replaces any previous agreements between us (whether written or oral). Any of your additional or different forms, documents, terms and conditions that you may provide to PNAi, are material alternations and we reject them. Our obligation to sell products and perform services is expressly limited to the Terms of the Contract. If you submit a purchase order, or other document for the purchase of products or services, whether or not in response to a Quotation, you are deemed to have accepted and agree to the Contract, to the exclusion of: (i) any other terms and conditions appearing in or referenced in your purchase order or other documents you give to PNAi; and (ii) any previous course of dealing, course of performance, trade usage or co-existent agreement. The Contract cannot be amended or modified unless you and we agree in a writing signed by an authorized officer of you and PNAi.

15.2 We reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Terms.

16. Miscellaneous.

16.1 We will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

16.2 Our failure to exercise any rights under the Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. No person or entity other than PNAi and Customer will have any rights under the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

16.3 You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from PNAi as a result of discussions, negotiations and other communications between us in relation to our products or services

16.4 PNAi products, or portions thereof, may be manufactured under license from Carnegie Mellon University. PNAi products may be covered by one or more Patents Pending. You acknowledge that our products may be covered by one or more of the following United States Patents: US 9,193,758 issued on November 24, 2015 and owned by Carnegie Mellon University.

17. Governing Law. The Contract and performance under it will be governed by the laws of the Commonwealth of Massachusetts, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

18. Revision Date. November, 2015