



Standard Service Terms & Conditions

ALL PURCHASES OF PRODUCTS & SERVICES FROM NTC ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AND BY PURCHASING ANY PRODUCTS & SERVICES, THE CLIENT ("Client") AGREES TO BE BOUND BY ALL OF SUCH TERMS AND CONDITIONS, UNLESS EXPLICITLY AGREED OTHERWISE.

Confidentiality

NTC shall hold all of Client's material and information in strict confidence. Client lists, contact information, or material are never sold, exchanged or otherwise divulged to third parties. We are willing to work under the terms of a mutually agreeable Non-Disclosure or Confidentiality Agreement. NTC reserves the right to archive excess client material. Unless we are asked to archive material, biomaterial may be destroyed after 60 days from order completion.

Pricing and Payment Terms

Prices are subject to change without notice. Payment terms are Net 30 days from receipt of invoice. All prices are in US dollars. Client is responsible for wire fees. Checks must be drawn on a US bank. International clients are responsible for relative government fees and taxes including but not limited to Value Added Taxes on imported material. V.A.T. exemption numbers must be supplied at time of order in order to be applied. All international orders must be prepaid, unless explicitly agreed otherwise in writing and in advance.

Payment Details

Wire Transfers:

- Client responsible for wire fees.
- Account details will appear on your invoice.
- Credit Card payments are also accepted through PayPal.
- Payments can be mailed to our main address.

International Orders

Client agrees to include the necessary documentation as described in the United States Dept. of Agriculture "Guidelines or Importation #1110". NTC can provide a copy of the form upon request. Current guidelines for importation can also be found on-line at: <http://www.aphis.usda.gov/vs/ncie/imicro.html>

Limited Warranty

NTC warrants that its products and services shall be performed in a good and workmanlike manner in accordance with its standard operating procedures and according to the terms of the written Quote, if any, provided by NTC to the Client. NTC further warrants that if it issues a Certificate of Analysis or Technical Report to Client, such documentation shall be in all material



respects accurate and correct. In the event that a procedure fails to provide adequate quantity or quality of product, NTC will contact the Client before continuing with additional services, as additional charges may apply.

Client understands that NTC cannot guarantee that all materials supplied by Client will be capable of producing desired results or that research and/or manufacturing as defined in a written quote will produce desired results. NTC will use reasonable means to obtain desired results, however, in some cases charges may incur for the client regardless of actual results. NTC's limited warranty is contingent upon complete and accurate information being submitted by the Client as well as material submitted by the Client that is not damaged, defective, or otherwise flawed.

Exclusive Remedy

In the event of a breach of the above warranty, Client shall notify NTC within 10 days of its receipt of such services or products. As Client's exclusive remedy for any breach of the warranty, NTC shall, at its option, and within a reasonable time, either (1) use commercially reasonable efforts to correct such breach without charge to Client; or (2) allow the Client to return the product provided by NTC for a refund equal to the previously paid fees and charges therefore.

Claims and Returns

Any claims for credit or return goods requests must be made within 10 days of Client's receipt thereof. NTC will not accept returned products without prior authorization. To obtain return goods instructions, please contact your NTC Client Relations representative.

If an error by NTC results in a shipment of an incorrect order, NTC will, at its option, either ship a replacement order at no charge or credit the Client's account for the original product shipped in error. If an error by the client results in the shipment of an incorrect order and is reported to NTC within 10 days, the Client may obtain returned goods authorization and return the product(s) for partial credit. Full credit cannot be issued for returned goods as all products are perishable and the quality of returned goods cannot be assured. NTC cannot return original client material without Client's prior written consent.

Disclaimer of Warranties and Limitation of Remedies

By choosing to use NTC's services, you (the "Client") agree to the following terms and conditions: "Biological Materials" means all client materials that have been amplified and processed by NTC, inventory items, blood samples (sera), protein samples, as well as Clients' original material.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, THE BIOLOGICAL MATERIALS AND NTC'S SERVICES ARE PROVIDED TO CLIENT "AS IS" WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR



PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE BIOLOGICAL MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHT OF ANY PARTY.

In no event shall NTC be liable to you or any others for any use of the Biological Materials, nor for any loss, claim, damage, or liability, of any kind or nature, including any claim for any special, incidental or consequential damages, which may arise from or in connection with this Agreement or the use, handling or storage of the Biological Materials. Client acknowledges that research grade material provided by NTC is not for use in or on any human hosts.

Indemnification

The Client shall not send to NTC samples presenting direct or indirect hazards, or that may potentially cause direct or indirect harm to the personnel, the interests, or property of NTC.

Client agrees to defend, indemnify, and hold NTC, its officers, directors, employees, affiliates, and agents harmless from any claim, damage, or liability of any kind (including, but not limited to, any reasonable attorneys' fees, legal costs and expenses) arising out of (i) any claim by a third party that the Biological materials or other samples sent to NTC by the Client infringes any Intellectual Property Rights (as defined below) of any third party; (ii) a breach of any representation or covenant of Client under this Agreement; or (iii) any other claim connected with any use, handling, or storage of the Biological Materials except to the extent such occurrence arises from the gross negligence or willful misconduct on the part of NTC.

For purposes of this Agreement, the term "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how or similar intellectual property rights and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

Outsourcing

NTC retains the right to subcontract any services to subcontractors/vendors it selects. NTC provides only essential information to vendors and strives to protect Client confidentiality.

Compliance with Laws and Regulations

We certify that to the best of our knowledge: our goods are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Authorized Uses

Biological Goods include the Biological Materials, and/or any services or sequences added by NTC, which are not NTC patented inventions, NTC patent pending inventions, or NTC trade



secrets. Unless otherwise expressly indicated in our catalogs or on the label or other documentation accompanying the Biological Goods, the Biological Goods are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes. You acknowledge that the Biological Goods have not been tested by or for us for safety or efficacy, unless expressly stated in the label or other documentation accompanying the Biological Goods. Without limiting the foregoing restrictions, you warrant to us that should you use or sell the Biological Goods for any use other than research, you shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights. You represent and warrant to us that: you will properly test, use, and, to the extent authorized, manufacture and market any goods purchased from us and any final articles made from them in accordance with and in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the procedural and substantive laws of the state of Nebraska. Any litigation arising under these Terms and Conditions or any services or products provided by NTC to Client pursuant hereto shall be brought only in the courts of the state of Nebraska or the courts of the United States which are situated in the state of Nebraska and Client consents to and confers personal jurisdiction upon the courts of the State of Nebraska or the courts of the United States which are situated in the State of Nebraska, and expressly waives any objections as to venue in any such courts.

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