



General Terms and Conditions for the Sale of Goods and Services

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") and/or services ("**Services**") by Nature Technology Corporation or its Affiliates ("**NTC**") to the buyer named on the reverse side of these Terms ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. "Affiliate" shall mean, (i) with respect to NTC, the Affiliate includes Aldevron, LLC and Aldevron Madison, LLC, and (ii) with respect to Buyer, Affiliate shall mean any business entity controlled by, controlling, or under common control with the Buyer. For the purpose of the preceding definition, a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, more than 50% of the outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity.

(b) The accompanying quotation or invoice (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. To the extent the law provides that Buyer's terms and conditions control the sale of Goods or Services under this Agreement, NTC hereby does not agree to any Buyer term or condition consistent with the following:

(i) the Goods or any material provided by NTC resulting from Services can be used directly in humans, indirectly to make a product for use in humans, or for any commercial purpose whatsoever, including therapeutic or diagnostic;

(ii) the Goods or any material provided by NTC resulting from Services can be used for commercial purposes;

(iii) a warranty, representation or indemnity provision related to infringement (or noninfringement, as applicable) of third party intellectual property rights;

(iv) a license to any intellectual property right owned or controlled by NTC;

(v) a transfer or vesting of title in Buyer to any intellectual property right that may arise as a result of NTC making a Good or providing a Service that would otherwise vest with NTC under U.S. patent law or copyright law; and

(vi) that extends any liability to NTC beyond the invoice price of the Goods or Services giving rise to the liability.

(c) Notwithstanding anything to the contrary contained in this Agreement, NTC may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

(d) NTC retains the right to subcontract any services to subcontractors/vendors it selects, including, but not limited to performance by Affiliates. NTC provides only essential information to vendors and strives to protect Buyer's confidentiality.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order or as otherwise agreed to in a writing signed by both NTC and Buyer. NTC shall not be liable for any delays, loss, or damage in transit.

(b) NTC shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

3. Non-Delivery.

(a) NTC shall not be liable for any non-delivery of Goods (even if caused by NTC's negligence) unless Buyer gives written notice to NTC of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

(b) Any liability of NTC for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Shipping; Title and Risk of Loss. NTC shall deliver the Goods using NTC's standard methods for packaging. In the event that NTC organizes shipment of the Goods, the Buyer acknowledges that final shipping costs may vary from the estimate and additional shipping charges may apply. All Goods and other materials provided by NTC are delivered Ex Works (Incoterms 2020) at NTC or its Affiliate's facilities and the title and risk shall pass to Buyer upon acceptance by the courier, including, for example, the cost of re-manufacture or replacement where Goods are lost, damaged, or destroyed in transit. For international shipments, Buyer is responsible for international shipping arrangements. If NTC provides storage services, title and risk of loss of the Goods shall pass to Buyer upon transfer to storage.

5. Buyer's Acts or Omissions. If NTC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, NTC shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods.

(a) Buyer will be deemed to have accepted the Goods unless it notifies NTC in writing of any Nonconforming Goods within ten (10) days of receipt. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; (ii) non-conforming to the agreed upon specifications as set forth in the associated certificate of analysis; or (iii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies NTC of any Nonconforming Goods, NTC shall, at Buyer's request, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit the Price for such Nonconforming Goods.

(c) Buyer acknowledges and agrees that the remedies set forth in **Section 6(b)** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a "as is" basis and Buyer has no right to return Goods purchased under this Agreement to NTC.

7. Price.

(a) Buyer shall purchase the Goods and Services from NTC at the price (the "**Price**") set forth in NTC's published price list in force as of Buyer's purchase order or the price provided in a quotation or estimate initially provided by NTC, the latter controlling if provided. However, any such quotation or estimate is subject to change if not acted on by the Buyer within thirty (30) days of the date of such estimate or quotation.

(b) For custom projects, in the event that a procedure fails to provide adequate quantity or quality of an order, charges may still apply but no extra charges will be added without prior approval.

(c) Buyer agrees to reimburse NTC for all reasonable travel and out-of-pocket expenses incurred by NTC in connection with the performance of the Services.

(d) All Prices are in US dollars and exclusive of freight, all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, NTC's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to NTC within thirty (30) days from

the date of NTC's invoice. Buyer shall make all payments hereunder by wire transfer, check, or credit card and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse NTC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which NTC does not waive by the exercise of any rights hereunder), NTC shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with NTC, whether relating to NTC's breach, bankruptcy or otherwise.

9. Intellectual Property Rights.

(a) 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.

(b) Goods and Services provided by NTC to Client may be subject to certain Intellectual Property Rights owned or controlled by NTC. NTC's patent rights can be found at www.natx.com/patents. It should be understood that the Goods and Services offered by NTC to Client are authorized only for Client's internal research purposes. NTC's provision of Goods and Services do not result in the transfer of any Intellectual Property Rights to Client.

10. Limited Warranty.

(a) NTC warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 10(A), NTC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE, (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. Limitation of Liability.

(a) IN NO EVENT SHALL NTC BE LIABLE TO BUYER OR ANY

THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT NTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL NTC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO NTC FOR THE GOODS AND SERVICES SOLD HEREUNDER.

12. Indemnification.

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

(b) Buyer agrees to defend, indemnify, and hold harmless NTC, its officers, directors, employees, affiliates, and agents 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 Buyer materials or other samples sent to NTC by Buyer infringes any Intellectual Property Rights of any third party; (ii) a breach of any representation or covenant of Buyer under this Agreement; or (iii) any other claim connected with the purchase, use, handling, or storage of the Buyer starting material or final Goods except to the extent such occurrence arises from the gross negligence or willful misconduct on the part of NTC.

13. Compliance with Law.

(a) Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

(b) **Export Control.** Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. To comply with U.S. export control regulations, Buyer understands that the shipment of certain Goods outside the U.S. may require an export license under U.S. export control regulations and processing times are largely outside either Party's control. NTC may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

(c) **International Trade Compliance.** Buyer confirms and certifies that: (i) neither it nor any of its Affiliates and all directors, officers, shareholders, and ultimate

beneficial owners is; and (ii) the Good supplied by NTC will not be provided, directly or indirectly through a third party or a third country, for ultimate end-use by:

- (i) Any entity identified on the Entity List, Denied Persons List, or Unverified List maintained by the U.S. Department of Commerce's Bureau of Industry and Security;
- (ii) Any party that is identified on the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List maintained by the U.S. Department of Treasury's Office of Foreign Assets Control;
- (iii) Any government subject to comprehensive U.S. sanctions (currently: Cuban, Iranian, North Korean, Syrian, and the Venezuelan government);
- (iv) Any entity owned or controlled by, or person acting on behalf of, any party described in (i)-(iii) above;
- (v) Any person or entity organized, located or ordinarily resident in a country or territory subject to comprehensive U.S. sanctions (currently: Cuba, Iran, North Korea, Syria and the Crimea region); and
- (vi) Any person or entity designated or otherwise sanctioned by the United Nations (UN) or the European Union (EU), including any EU Member State, or any person owned or controlled by, or acting on behalf of, any such UN or EU sanctioned party.

(d) **Anti-Bribery.** The Parties represent and warrant that their employees and agents (i) have not and will not offer, nor give, nor accept, gifts, entertainment, payments, loans, or other things of value to/from the other Party's employees or agents in order to obtain favorable treatment in connection with this Agreement and (ii) will comply with all applicable anti-corruption laws.

(e) **Gratuities.** Buyer and NTC, each on behalf of itself and its Affiliates, directors, officers, shareholders, and employees, represents and warrants that it (i) has not and will not offer or give to the other, any gifts, entertainment, payments, loans, or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under this Agreement and (ii) has not and will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement.

(f) **Unauthorized Uses and Ethical Compliance.** By receiving products and services from NTC, Buyer agrees to abide by the restrictions regarding ethical use identified below:

- (i) You may only use the Goods for somatic cell line editing and not for any germ line cell editing.
- (ii) You may not use the Goods for any research or clinical application that creates or uses human embryos, embryonic stem cells or any material derived from human embryos either created by you or provided by a third party.
- (iii) You may not use the Goods for any research that destroys any existing human embryo or uses cells or other materials created as the result of the destruction of a human embryo.

- (iv) You may not use the Goods for any manipulation of human embryos, including, but not limited to, gene editing, or for any storage or maintenance of human embryos.
- (v) You may not use the Goods for any testing, selection, or other characterization of human embryos outside of a naturally occurring human pregnancy.
- (vi) You may not use the Goods for any aspect of human in vitro fertilization (IVF), whether directly or indirectly involved in the fertilization.
- (vii) You may not use the Goods for any aspect of human cloning, for either reproductive or therapeutic purposes. This includes any aspect of somatic cell nuclear transfer that creates a viable embryo from a human body cell and a human egg cell.

14. Waiver. No waiver by NTC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by NTC. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of NTC, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by NTC to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by NTC in writing. Upon NTC's request, Buyer shall promptly return all documents and other materials received from NTC. NTC shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure without an obligation of confidentiality; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

19. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.