

## Lifecycle Biotechnologies General Terms and Conditions

### Prices Quoted

Prices are quoted in US dollars (USD) and do not include any sales taxes, use taxes, or any other taxes, levies, duties, or freight. Any and all such items shall be the separate responsibility of the purchaser. In the event of an extraordinary (>10%) increase in any raw material cost to Lifecycle at any point during the term of a blanket order, Lifecycle may pass such cost increase on to the Purchaser. Lifecycle will provide written notification of any such price adjustment 10 days prior to the effective date of the price change.

### Payment Terms

Payment terms are established upon completion of credit application. Credit term is established upon satisfactory completion of credit verification. Usual and customary terms are typically Net 30 days.

### Payment Terms for Custom Products

Custom Products are made to Purchasers specification and per agreement may be warehoused at a Lifecycle facility. The Purchaser is obligated to take full delivery of Custom Products within its defined shelf-life and may be subject to a warehousing fee. Purchaser to pay 100% of total invoice according to terms, regardless of actual delivery date. Purchaser will be notified of product remaining in Lifecycle's facilities beyond its defined shelf-life and will be requested to take delivery of product or may elect to have the product disposed. Purchasers who elect to have product disposed will be invoiced for the Custom Product and the disposal cost of said product.

### Warehousing Terms

At the sole discretion of Lifecycle, Lifecycle may offer to warehouse product in order to better support Purchasers needs around space constraints. Each warehousing request will be evaluated on a case by case basis. This warehousing must be arranged prior to a purchase order being submitted. Any warehousing may be subject to a 2% warehousing fee for the full amount of the product being held which will accrue at 2% per month each month thereafter for the duration of the warehousing.

### Returned Product

There may be extraneous circumstances that from time to time require product to be returned to Lifecycle. Each product return request will be evaluated on a case by case basis. Depending on the action taken and terms of the returned goods authorization, a re-stocking fee of 2% for the full value of the return may apply.

### Late Charge and Finance Fees

A late charge of \$25 may be assessed on the 10th day following the due date and finance charges will accrue at 1.5% per month (or maximum allowable by law) starting on the 30th day following the due date.

### Shipment and Title

The products are shipped from one of the Lifecycle facilities generally within six to eight (6-8) weeks after receipt of the purchase order. All freight, handling, expedite charges, and insurance fees are charged to the Purchaser. Fees will be initially prepaid by Lifecycle and subsequently billed to the Purchaser. Purchaser may arrange for alternate shipping terms (e.g., Freight Collect), which may be subject to a handling fee. Title is transferred to the Purchaser upon Lifecycle's release of goods to a freight forwarder.

**Miscellaneous**

This agreement shall be governed by, construed under and interpreted in accordance with the laws of the state of Texas. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed as to be enforceable to the maximum extent permissible by applicable law.

**Expiration of Quote**

Quotes expire thirty (30) days from the date issued, unless otherwise noted or communicated.

**Credits**

Credits for product will be issued at the sole discretion of Lifecycle. Any and all credits issued will be valid for up to twelve (12) months from the date issued and must be used before it expires twelve (12) months from the date issued. Any and all credits not used prior to expiry will be forfeit and no longer valid.