

# AccuGenomics Terms & Conditions: Sale of Catalog and Custom Products

## Overview:

AccuGenomics (Company) is driven to improve the accuracy and performance of clinical sequencing for better patient outcomes. The rapid pace of innovation in sequencing-based diagnostics continues to push the limits of detection for low abundance biomarkers, increasing the need to improve the analytical performance of these tests for patients and healthcare providers. AccuGenomics is actively developing technology solutions that enable test developers and implementers to demonstrate the highest performance levels of their assay.

AccuGenomics improves the diagnostic accuracy and confidence in today's next generation precision medicine assays through the use of their patented **Standardized Nucleic Acid Quantification for Sequencing (SNAQ™-SEQ)** internal standards technology. SNAQ™-SEQ enables a host of highly sensitive NGS applications including improved ctDNA detection of rare variants, accurate measurement of viral load and complexity in NGS based pathogen testing, and rapid adventitious agent detection in cell therapy manufacturing (including CAR T-cells and genetically engineered stem cells).

Among the technologies developed and commercialized by AccuGenomics are the SNAQ™-SEQ spike-in standards (Internal Standards, or "IS") for NGS that provide NGS assay developers powerful standardization tools that improve the accurate detection of DNA or RNA targets. AccuGenomics partners with leading healthcare organizations in the development and implementation of these advanced genomic tests.

These are the contract terms and conditions ("Terms") under which AccuGenomics, either directly or through Companies authorized distributors, sells the products ("Products") to a person or entity ("Customer").

If Customer accepts the services ("Services"), or uses the Products purchased from Company and covered hereby, Customer shall be deemed to accept and consent to these Terms.

## Usage:

Products are sold and licensed by the Company for use by end-users (Customer) for research or laboratory use and are not to be used on humans or for clinical diagnostic purposes. Any use of Products for diagnostic or therapeutic purposes, or any purchase of Products for resale or distribution (alone or as a component), requires a separate co-development agreement from AccuGenomics for any regulatory approval.

AccuGenomics recommends that the end-user of purchased Product follow Good Laboratory Practice (GLP) guidelines. AccuGenomics disclaims any and all responsibility and liability for any injury or damage which may be caused by the failure of purchaser or end-user to follow said guidelines and specific product literature. It is the user's responsibility to determine for himself or herself the suitability of any material and/or procedure for a specific purpose and to adopt such safety precautions as may be necessary. AccuGenomics guarantees a minimum product shelf-life of 6 - 12 months from date of shipment, exact product stability is detailed in the associated Certificate of Analysis. AccuGenomics shall not be responsible for replacing Product that has been improperly stored, handled, or used by Customer.

All products and services offered by AccuGenomics are primarily intended for Research Use

Only (RUO). Each Product is labeled for its intended use, and Customer acknowledges that the Product is to be used in accordance with its intended use. Products labeled as RUO have not been approved, cleared or licensed by the United States Food and Drug Administration or any other regulatory entity, whether foreign or domestic, for any specific intended use.

Customer shall not use any Product in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless Customer first obtains all necessary and/or appropriate approvals, clearances, authorizations and/or licenses from the FDA or other applicable governmental agency within or outside the United States. A separate co-development Agreement is required for any use of AccuGenomics Product that will be used for regulatory filing in EU, US, Canada, and Japan.

Use in regulatory approval or Companion Diagnostics (CDx) is subject to a separate commercial agreement that may include a co-development agreement; contact AccuGenomics for additional details. If Customer wishes to use products or services offered by AccuGenomics for diagnostics purposes, they should contact [info@accugenomics.com](mailto:info@accugenomics.com) to enquire about a separate diagnostics or co-development license.

#### **Confidentiality:**

Company acknowledges that Customer may provide certain required information to AccuGenomics. When this information is nonpublic, not currently known by AccuGenomics, and, under the circumstances, proprietary in nature, AccuGenomics will reasonably hold in confidence the

- a) name(s), addresses, phone numbers, and other contact information of all researchers and/or end-users disclosed on or in an order or request for quotation;
- b) the name of the institution, company, laboratory, or government agency submitting an order or request for quotation or request for a Statement of Work (SOW);
- c) the sequence(s) described in an order or request for quotation or SOW, their sequence complements, and their gene targets;
- d) the nature and quantity of IS ordered or the subject of a request for quotation or SOW;
- e) the pricing information relevant to an order or request for quotation or SOW, and any shipping and/or other administrative information that may be contained in or on an order form or request for quotation or SOW.

AccuGenomics will not use any Confidential Information for its own benefit, or divulge, disclose, or communicate by any means whatsoever any Confidential Information to any third party without the prior written consent of Customer unless Company is required to disclose the Confidential Information by law. AccuGenomics will protect the Confidential Information with the same degree of care that it uses to protect its own confidential information, but no less than reasonable care. If Customer and AccuGenomics have entered into a separate non-disclosure agreement (NDA), the terms of that agreement will apply to the exchange of confidential information in lieu of these terms.

#### **Payment:**

Unless otherwise expressly agreed to by AccuGenomics prior to your order, payment is due 30 days from the invoice dates. At times, a portion of the Payment associated with a SOW will be due (either immediately, or paid up-front) to initiate the project (generally related to design/manufacturing), and will be specified accordingly on the SOW. Unless the Order specifies otherwise, AccuGenomics will provide invoices for shipped Products together with or

promptly following such shipment. Customer shall settle the invoice within thirty (30) days after receipt of the invoice without any deductions, set offs or debt settlements. If Customer defaults on an invoice, Seller is entitled to charge defaulted interest of five (5) per cent (%) interest per month on the amount due from the invoice's due date. Such interest is compounded and recalculated each consecutive month the defaulted amount is still due. Additionally, during Customer's default, Seller is entitled to

- a) refuse to accept additional orders;
- b) refuse to ship balance of ordered products until account is again in good standing; and/or
- c) to seek collection from Customer.

Company reserves the right to withhold delivery of all remaining Products until payment of all amounts owed, in respect thereof, is confirmed. If Company appoints a collection agency or an attorney to recover any unpaid amounts from Customer, Company may charge Customer and Customer agrees to pay all reasonable costs of collection, including all associated reasonable attorneys' fees. During Customer's default, Seller may accept additional orders if Customer pays up front for ordered products to also include shipping and handling. All amounts due are payable in invoiced currency unless otherwise agreed, in advance, in writing.

#### **Taxes:**

AccuGenomics's Fees do not include applicable taxes. Customer will be responsible for the payment of, and shall pay all, taxes and duties imposed with respect to the Products supplied (and any other performance by AccuGenomics) under this Agreement, including but not limited to sales, use, excise, value-added, business, goods and services, consumption, customs, tariffs, duties, withholding, and other similar taxes or duties, excluding taxes on Companies net income and employment taxes.

If applicable and/or legally required for AccuGenomics to collect and pay any such taxes, AccuGenomics may add such taxes to Customer's invoice which Customer shall be obligated to pay as part of the Fees. The Parties will cooperate in good faith to seek to obtain any legally available reductions or exemptions from such taxes to the extent legally permissible.

#### **Shipping:**

Our products will be shipped frozen with dry ice in Styrofoam boxes. Shipping will be charged extra on a per box basis, and these fees will be applied as quoted for catalog product and as specified on the SOW for custom IS orders. Any applicable shipping fees related to the shipment of Products imposed by AccuGenomics will be specified on the quotation of SOW, and shall be paid by Customer and noted as a separate line item on the invoice.

Products are deemed shipped and delivered to Customer when tendered to the applicable commercial carrier at Companies facility. At this point, title to the Products passes to Customer and Customer becomes responsible for risk of loss and damage. Transport insurance may be taken out on the Customer's order at the Customer's request and Customer's expense. AccuGenomics does not clear Products for import into Customer's country if outside the U.S., which is Customer's sole responsibility, including responsibility for delays in customs clearance in the country of delivery. For all international shipments, the AccuGenomics Customer Service department will provide order confirmation documentation to you once a PO is received to support your submission for your country's permit. Customer is responsible for submitting a copy of all applicable import permit(s) to AccuGenomics Customer Service prior to the shipment

of the Product. Please note, AccuGenomics cannot initiate international shipment without a copy of such permit.

Upon Customer's receipt of Catalog Products (off the shelf) shipped hereunder, Customer shall inspect the Products and notify the AccuGenomics Customer Services Department of any claims for shortages, over shipment, damages or defects within ten (10) days of receipt. Any Product not rejected during such ten (10) day period will be deemed to be accepted by Customer.

**Cancellations and order changes:**

Once submitted, any request to cancel or modify an order must be approved by the AccuGenomics Customer Service Team ([info@accugenomics.com](mailto:info@accugenomics.com)). Requests to cancel may be subject to cancellation fees. Requests to modify custom products may result in a change to price and/or lead time for delivery. An applicable Quotation or SOW may be terminated by either AccuGenomics or the Customer. If Customer initiates termination, Customer shall be liable for the Services completed by AccuGenomics for the Products manufactured or delivered up to and including the date of termination together with the costs of the materials ordered by the Company and the non-cancellable expenses already incurred in the performance of the Services or manufacture of the Product (including custom Products), and any remaining outstanding invoices.

**Acknowledgement:**

Customer agrees to acknowledge AccuGenomics as the source of Company's products and services in any publication reporting use thereof.

**Conflicting Terms:**

Except where AccuGenomics expressly agrees in writing, Companies terms provided on this website supersede any conflicting terms provided by Customer, and AccuGenomics expressly rejects all of Customer's additions, exceptions, or changes to these terms, whether in printed form or elsewhere.

These Terms and Conditions shall be governed by, construed under and interpreted in accordance with the laws of the Commonwealth of North Carolina, United States of America, without regard to the conflict-of-laws or provisions thereof. The parties specifically disclaim the United Nations Convention for the International Sale of Goods. 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 so as to be enforceable to the maximum extent permissible by applicable law.