ADDITIONAL TERMS AND CONDITIONS – HYCLONE CELL CULTURE PRODUCTS

These Cytiva Additional Terms and Conditions for HyClone Cell Culture Products ("HyClone Products") supplement and incorporate by reference the (i) Cytiva Quotation that identifies the Product purchased by or licensed to Buyer and (ii) Cytiva / Conditions Générales de Vente / France (collectively, referred to as the "Agreement").

1. Definitions – For the sale of HyClone Products, the following additional definitions shall apply:

"Field" means life science applications within the biopharmaceutical industry.

"HyClone Product(s)" means consumable products including, but not limited to, serum, serum-free media, animal-derived component free medium, reagents, buffers, process liquids, and supplements provided by Cytiva to Buyer.

"Specifications" means Cytiva's then current, documented specifications or designs for HyClone Products in effect at the time of order confirmation; or in the case of custom-made HyClone Products, "Specifications" means the mutually agreed upon written specifications or designs for such custom-made HyClone Products.

"Specified Components" means specified raw materials, components, sources, brands or suppliers requested by Buyer to be used in the manufacture of custom made HyClone Products.

2. Price – For serum products only, all prices quoted by Cytiva or Cytiva's representatives are valid for thirty (30) days, unless otherwise stated in the quotation. All prices are subject to adjustment due to changes in Specified Components, Specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of HyClone's original price quotation.

3. HyClone Product Use Restrictions – For the sale of Hyclone Products, the Products are intended to be used only for Buyer's further manufacturing or research use and are not intended for diagnostic or therapeutic use or administration to animals or humans. Buyer will not resell, transfer or distribute any HyClone Product(s) either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between Cytiva and Buyer. Due to the nature of serum products, serum regardless of manufacturer may contain some type of contaminant or virus, which may affect the uses intended by Buyer.

4. Modification of HyClone Products – Buyer will not modify, change, remove, cover or otherwise obscure any Cytiva or any of its affiliates' brands, trade or service marks on the HyClone Products.

5. Custom-Made HyClone Products – For the sale of Custom-Made HyClone Products that include Specified Components, such products may be subject to price increases at any time, before or after the issuance of a quotation due to changes in the Specified Component supplier's prices. Cytiva will not be obligated to provide quantities of the custom-made Product incorporating Specified Components due to a failure of such Specified Component suppliers. Buyer represents and warrants that the inclusion of the Specified Component in a custom-made Product or use with a Product will not infringe any third parties' rights and will indemnify and hold harmless Cytiva from any such third party claims.

6. Confidentiality – For the sale of HyClone Products, Buyer agrees that all pricing, discounts and technical information that Cytiva provides to Buyer are the confidential and proprietary information of Cytiva. Buyer agrees to (i) keep such information confidential and not disclose such information to any third party, and (ii) use such information solely for Buyer's internal purposes and in connection with the HyClone Products supplied hereunder. Nothing herein will restrict the use of information available to the general public.