Cytiva Terms and Conditions of Sale (UNITED STATES, CANADA AND PUERTO RICO)

1. **DEFINITIONS.**

1.1. In these Terms and Conditions:

a) **Buyer** means the person, firm, company or other organization who or which has ordered Products from Cytiva;

b) **Cytiva** means the Cytiva group company referred to in the final written offer, quotation or order acknowledgement ("Cytiva Quote") or, if none, the Cytiva company making the sale;

c) **Contract** means the purchase order which shall be subject to these terms and conditions for the sale of Products between Cytiva and Buyer as may be further evidenced by the Cytiva Quote;

d) **Equipment** means all items that are of a capital nature, including, without limitation, instruments, computers, printers and non-expendable accessories or spare parts, as more particularly set forth in Cytiva's catalogue issued from time to time. Cytiva reserves the right to use refurbished parts in the Equipment, provided however that Cytiva shall use commercially reasonable efforts to ensure that all such refurbished parts shall conform with the specifications given by the manufacturer and shall have the same warranty and operating features as new parts. For avoidance of doubt, FlexFactory™ systems, KUBio™ and certain other equipment not listed in Cytiva's catalog shall be subject to a separate agreement;

e) **Goods** means all items (other than Equipment and Software), including, without limitation, biochemicals, as more particularly set forth in Cytiva's catalogue issued from time to time;

f) **Products** means any Goods, Equipment or Software agreed to be supplied by Cytiva under the Contract; and

g) **Software** means any firmware, software or data compilations provided in executable format (i) identified in the Contract; or (ii) provided to Buyer by Cytiva in connection with installation or operation of the Equipment.

h) **Medical Device** means any Product for which the U.S. Food and Drug Administration requires medical device registration. This includes, but is not limited to, Sepax™ 2 RM, Sepax 2 S-100, and SmartMax™ and the protocols, accessories, kits and consumables marketed and sold for use with those products. A non-exhaustive list is provided below for convenience only.

2. **PRICES AND PAYMENT.**

2.1. The price of Products will be in accordance with Cytiva's current list price at the date Cytiva receives Buyer's purchase order, except if otherwise specified in the Cytiva Quote. Unless otherwise agreed in writing, extra charges will apply for handling, freight, and packaging.

2.2. Buyer shall make all payments to Cytiva in full in the currency invoiced no later than thirty (30) days from the date of invoice (i.e., NET 30). In the event of late payment, without prejudice to any other rights it may have under the Contract or applicable law, Cytiva reserves the right to: (i) suspend delivery and/or cancel any of its outstanding obligations hereunder; and/or (ii) charge Buyer interest on such unpaid amounts at the lower of (a) 1.5 percent (1.5%) per month or (b) the highest rate per annum permitted under applicable law, in each case calculated daily and compounded monthly. Buyer shall reimburse Cytiva for all costs incurred in collecting any late payments, including reasonable attorney's fees.

2.3. All Cytiva Quotes shall remain open for acceptance for the period stated in therein or, if none, for sixty (60) days.

2.4. Taxes.

(a) All payments due and payable by the Buyer to Cytiva under the Contract are exclusive of any Value Added Tax ("VAT"), sales and use tax, goods and services tax and similar indirect taxes. In the event that any VAT, sales and use tax, goods and services tax and similar indirect taxes are properly due under any applicable law, regulation or otherwise, this shall be charged by Cytiva in addition to any other payments due hereunder and shall be payable by the Buyer on receipt of a valid invoice issued by Cytiva, unless the Buyer provides Cytiva with valid exemption documentation allowing Cytiva not to charge the relevant indirect taxes. In addition and in the case of US domestic transactions only (i) in the event Cytiva is assessed taxes, interest and penalty by any taxing authority, Buyer agrees to reimburse Cytiva for any such taxes, including any interest or penalty assessed thereon; and (ii) each Party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

(b) All payments shall be made by Buyer in full, free and clear of all deductions (including but not limited to withholding taxes). Buyer shall gross-up the amounts due hereunder in order that the payments provided for under the Contract are paid fully such that Cytiva is in the same position as if no withholding had taken place. Buyer shall furnish to Cytiva within one (1) month accurate official receipts from the appropriate governmental authority for all deducted or withheld taxes.

3. **DELIVERY; INSTALLATION; ACCEPTANCE.**

3.1. Products shall be shipped FOB Destination, Freight Prepaid and Added (UCC) in the US and Puerto Rico and CIP (Incoterms 2020) in Canada (as applicable, the "Country of Delivery"). Cytiva will select the method of shipment and carrier to be used. Risks of loss and title shall pass to the Buyer on delivery. Partial deliveries shall be permitted. If Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from Cytiva that they are ready for delivery, Cytiva may dispose of or store the Products at the Buyer's expense.

3.2. Cytiva will use commercially reasonable efforts to avoid delay in delivery of Products within such time as may be expressly agreed upon with Buyer. Failure to deliver by the specified date will not be cause for (i) penalties, (ii) cancellation of a Purchase Order, or (iii) termination of the Contract. In addition, where delivery of any Product requires an export license or other authorization before shipment, Cytiva shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

3.3. Buyer shall notify Cytiva in writing within five (5) business days of any short delivery or Product defects to Cytiva specifications reasonably discoverable on careful examination, after which the Product shall be deemed accepted. In case of short delivery or defects, Cytiva's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Product.

3.4. Where the Equipment requires installation and it is included in the Cytiva Quote, Buyer shall be responsible at its own cost for making the place where the Equipment will be located ready for installation in accordance with Cytiva's instructions. Installation will not begin unless such responsibilities are completed.

3.5. Following installation, and when included in the Cytiva Quote, Cytiva will proceed with final testing using Cytiva's published performance specifications and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the above specifications (with any permitted variations/tolerances) Cytiva may issue a "Test Certificate" which shall be conclusive evidence of such compliance and thereupon installation of the Equipment shall be deemed to be complete and in compliance with Cytiva's obligations under the Contract. In any event, Buyer agrees that the Equipment is accepted: (i) seven (7) days after the date on which Cytiva notifies Buyer that final testing was successfully completed; (ii) upon issuance of the Test Certificate; or

(iii) on the date Buyer first uses the Equipment for operational use, whichever is earlier.
3.5.1. Buyer, upon reasonable request to Cytiva, shall be entitled to be present at and to witness the testing and shall not be entitled to raise any objection to testing carried out, or to the results thereof.
3.5.2. Where Cytiva is to provide any Services, including but not limited to installation, the Buyer shall ensure that adequate and safe facilities exist at its premises and that Cytiva is properly notified of any relevant regulations.

4. **SPECIFICATION CHANGES; RETURNS.**
4.1. Cytiva reserves the right, subject to prior written notice to Buyer, to make any change in the specification of Products which does not materially affect the performance, use, installation or price under the Contract.
4.2. Products may only be returned with Cytiva's prior authorization. For any such returned Products, Cytiva reserves the right, at Cytiva's sole discretion, to charge Buyer a restocking fee.

5. **RESTRICTED USE AND COMPLIANCE.**
5.1. Use restrictions are a condition to the purchase of certain Products hereunder. Buyer agrees to strictly comply with all such restrictions as may be set forth in the Contract, Cytiva's catalogue or website, on the Product, in any documentation or label or otherwise provided in writing to Buyer, as well as with any applicable regulatory requirements.
5.2. Except where clearly stated otherwise on the Cytiva-provided label, Cytiva products, which are not labelled as a Medical Device, are intended only for Buyer's (i) further manufacture or production of a finished product or (ii) research use; and are not intended for diagnostic or therapeutic use or administration to animals or humans. Buyer is only purchasing or licensing Medical Device(s) for its own medical, billing and/or non-entertainment use in the Country of Delivery. Cytiva will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Contract.
5.3. Buyer shall not use or permit the Products to be used in any manner that does not comply with all applicable laws. Any warranty granted by Cytiva with respect to the Products shall be deemed void if any Product covered by such warranty is used for any purpose not permitted hereunder or otherwise in violation of any use restrictions referred to in this Section.

6. **WARRANTIES.**
6.1. Equipment - Cytiva warrants that on delivery and until: (i) for Equipment which is to be installed by Cytiva under the Contract, the earlier expiry of (A) twelve (12) months from the completion of installation, or (B) fifteen (15) months from the date the Equipment was shipped from Cytiva's facility and; (ii) for all other Equipment, the expiry of twelve (12) months from the date the Equipment was shipped from Cytiva's facility; the Equipment will be free of defects in workmanship and materials under normal usage and any claim shall be submitted in writing within such period. Cytiva's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair, replacement or refund at the sole option of Cytiva. Such repairs or replacement will not extend the warranty period.
6.2. Goods - Cytiva warrants to Buyer that, for a period of ninety (90) days after delivery, all Goods purchased hereunder will meet Cytiva's most recent specifications at the time of delivery. Any related warranty claim hereunder must be delivered in writing to Cytiva within the above warranty period. Buyer's sole and exclusive remedy (and Cytiva's sole and exclusive liability) for a warranty claim hereunder is limited to repair, replacement or refund at the sole option of Cytiva.
6.3. Software – Cytiva warrants, for a period of ninety (90) days after the date of delivery, that the Software substantially conforms to its published specifications and that the media on which the Software resides will be free from defects in materials and workmanship under normal use. Cytiva does not warrant that the Software is error free or that Buyer will be able to operate the Software without problems or interruptions. Cytiva´s sole liability and Buyer's exclusive remedy for any warranty claim hereunder is limited to repair, replacement or refund, at the sole option of Cytiva.
6.4. Warranty Limitations for Medical Devices. Any warranty granted by Cytiva with respect to the Medical Devices shall be deemed void if Buyer uses the Medical Device for non-medical or entertainment use, or outside the Country of Delivery. All warranties are automatically void if Buyer transfers or sells the Medical Device to any third party without Cytiva's prior written consent.
6.5. Any warranty claims hereunder must be made in writing to Cytiva within the above related warranty periods. Buyer's sole and exclusive remedy (and Cytiva's sole and exclusive liability) for any such warranty claim is limited to Cytiva's obligation to repair the Equipment or Software, replace the Product or refund the Purchaser, at the sole option of Cytiva. Such remedies shall not extend the warranty period.
6.6. The warranties above excludes the following: (i) the repair, replacement, or disposal of any accessories or power supply equipment, refrigeration units, computers, printers, keyboards, and video included with Cytiva equipment; or (ii) consumable items or parts deemed necessary for the normal operation of the Equipment covered, including but not limited to, lamps, lasers, filters (including dichroics), electrodes, flow cell, pump seals, valves, tubing, fluids, objectives, batteries (including UPS), oil or slide kits, acrylic enclosure and any other disposable supply or saleable items.
6.7. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYTIVA HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS.
6.8. Notwithstanding anything to the contrary herein, Cytiva shall have no liability under any of its representations or warranties with respect to: (i)the use of the warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Cytiva or recommended in writing by Cytiva; (ii) any defect in the Products arising from specifications or materials supplied by Buyer; (iii) fair wear and tear; (iv) fraud, negligence or willful misconduct of Buyer or any of its affiliates or representatives; (v) shipping, storage or working conditions after Cytiva's delivery of the Products to the Buyer; (vi) failure to follow Cytiva's use restrictions, recommendations or instructions; (vii) any alteration, modification, repair or enhancement of the warranted Product by Buyer or any third party without Cytiva's prior written consent; (viii) any misuse of the Products or Buyer's use of the Products not in accordance with Cytiva specifications; (ix) any allegation that Buyer's use of the Products infringes the Intellectual Property Rights of any third party; (x) any Product damaged or lost as a result of a force majeure event; (xi) transfer, installation or use of the Product in a location different than its place of delivery (including,

without limitation, outside the Country of Delivery); or (xii) any Product, if the price payable for such Product has not been paid in full in accordance with the terms of the Contract.
6.9. Unless expressly agreed, Cytiva is not obliged to carry out dismantling or re-installation of any Product or Equipment in connection with any warranty claims.

7. **INTELLECTUAL PROPERTY RIGHTS.**
7.1. All intellectual property rights in the Products shall at all times remain vested in Cytiva and/or its licensors. Any user license as may be granted to the Buyer under the Contract shall be non-transferable and non-exclusive and shall only be used for the Buyer's own internal business purposes of operating the Products. Any such license shall terminate automatically on the termination or expiry of the Contract for whatever reason.
7.2. Where Buyer provides designs, drawings or specifications to Cytiva to enable it to manufacture non-standard or custom-made Products, Buyer warrants that such manufacture shall not infringe any intellectual property rights of any third party.

8. **SOFTWARE LICENSE AND SECURITY.**
8.1. Unless a separate software license agreement has been entered into between Buyer and Cytiva concerning the Software, Cytiva hereby grants to Buyer a non-exclusive, non-sublicenseable, non-transferable license to use the Software for the sole and exclusive purpose of operating the Equipment to which it pertains, subject to the terms contained in this Section.
8.2. The Software licensed under this Section may only be used in as intended by Cytiva and solely for Buyer's own internal business purposes. Buyer shall not: (i) use the Software for purposes other than those for which it was designed; (ii) use the Software in connection with any other manufacturers' products unless such connectivity is authorized in the Product documentation; (iii) grant, assign, transfer, or otherwise make available to any third party any right whatsoever in the Software; (iv) disclose to any third party any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by Applicable Law); (vi) alter or modify the Software; (vii) reverse engineer (or use sequence(s) or other methods in an attempt to reverse engineer), decompile, disassemble or create any derivative works based upon the Software except as expressly permitted by Applicable Law; or (viii) transfer the Software outside the Country of Delivery or Buyer's IT network security. Buyer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; Cytiva is not responsible for recovery of lost or damaged data. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.
8.3. ADDITIONAL TERMS FOR MEDICAL DEVICES. Sections 8.3-8.8 apply only to Medical Devices. In addition to applicable terms stated elsewhere in these terms and conditions, the following terms will apply to all purchases and other deliveries of Medical Devices.
8.4. Training. Cytiva's training does not guarantee that: (i) Buyer trainees are fully trained on Medical Device use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Buyer must ensure its trainees are fully qualified in the use and operation of the Medical Device. Unless otherwise identified in the training catalogue, Buyer will complete training within 12 months after: (a) if with a Medical Device purchase, the date of Medical Device delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of Cytiva fault), training expires without refund.
8.5. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Buyer's sole responsibility.
8.6. Cost Reporting. Buyer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from Cytiva the information beyond the invoice necessary to fulfill Buyer's cost reporting obligations.
8.7. FAR. Cytiva does not agree to any federal acquisition regulations ("FAR") unless specifically stated in a signed writing by Cytiva. Cytiva will provide safety-related Medical Device, including medical device Software, updates required by applicable laws and regulations at no additional charge.
8.8. Limitations. Cytiva has no obligation to Buyer for warranty claims if Buyer uses the Medical Device for non-medical or entertainment use, or outside the Country of Delivery.

9. **EXCLUDED PROVIDER.**
To its knowledge, neither Cytiva nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, Cytiva will replace that employee within a reasonable time; if Cytiva is excluded, Buyer may terminate this Agreement upon written notice to Cytiva.

10. **INDEMNIFICATION; LIMITATION OF LIABILITY.**
10.1. Either Party shall defend, indemnify, and hold harmless the other from and against any and all damages incurred or suffered by such indemnified Party arising, directly or indirectly, from any third party claims related to: (i) the breach by the indemnifying Party of any of its covenants, agreements, representations, warranties or other obligations in the Contract; or (ii) fraud, gross negligence or intentional misconduct by the indemnifying Party or its representatives in connection with the Contract. In addition,
10.2. Buyer shall defend, indemnify, and hold harmless Cytiva and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by Cytiva or such persons arising, directly or indirectly, from: (i) any claim that the Buyer's use of the Products infringes the intellectual property rights of any third party; (ii). medical diagnosis or treatment decisions; and/or (iii) use of the Product in a manner or environment, or for any purpose, for which Cytiva did not design it, or in violation of Cytiva's written recommendations or instructions.
10.3. Notwithstanding any other term of this Section 10, the indemnifying party shall not be liable for damages caused by the indemnified party. Neither Party will be responsible for any settlement of a suit or proceeding made without its prior written consent.
10.4. IN NO EVENT SHALL CYTIVA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED (INCLUDING FAULT OR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE CONTRACT, INCLUDING THE SALE, INSTALLATION, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, DATA LOSS, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.
10.5. The total liability of Cytiva arising under or in connection with the Contract or the Products, whether in contract, tort (including negligence), statute or otherwise shall, to the extent permitted by applicable law, be limited to damages in an amount equal to the amount paid to Cytiva under the Contract.

11. **LICENSES, PERMITS AND EXPORT CONTROL.**
11.1. Each Party shall apply and obtain from any appropriate governmental authorities all relevant licenses, permits and approvals necessary for the performance of the Contract and shall bear all related costs arising therefrom.
11.2. Buyer and Cytiva hereby agree that they shall not, except as expressly permitted by applicable laws, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by the Cytiva hereunder. Buyer hereby certifies that products, information or assistance furnished by Cytiva or its affiliates hereunder shall not be used in the design, development, production, stockpiling or use of chemical, biological, or other weapons either by the Buyer or by any entity acting on the Buyer's behalf.
11.3. Buyer shall not export the Equipment, Goods or any information or documents provided hereunder outside of the Country of Delivery without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the European Union, the country of origin or the original country of export. Cytiva, Buyer shall furnish Cytiva with copies of all documents relating to such export.
11.4. The obligations of the Parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other contract obligations.

12. **DATA.**
12.1. Protected Health Information. If Cytiva creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI"), it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.
12.2. Data Rights. Cytiva and its subcontractors may collect, prepare derivatives from and otherwise use non-PHI (personal health information) data related to Products, Services and/or SaaS for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. Cytiva will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Buyer or sold by Cytiva without Buyer's consent. Cytiva shall at all times comply with all laws and regulations applicable to the use of, access to and confidentiality of data.
12.3. VPN Security. Buyer must provide a VPN or equivalent should remote support be requested. Buyer is responsible for maintaining security of such VPN.

13. **CONFIDENTIALITY.**
Each Party will treat the other Party's proprietary information disclosed hereunder as confidential and will not use or disclose it to any third parties unless (a) permitted under the Contract, (b) mutually agreed upon by the Parties, or (c) required by law.

14. **TERM; TERMINATION.**
14.1. The Contract shall commence on the date Cytiva accepts and confirms the Buyer's purchase order, and it shall continue in full force and effect for the Term set forth therein.
14.2. The Contract may be terminated by either Party:
a) Immediately upon such Party providing written notice to the other Party if such other Party breaches any provision of the Contract in any material respect and (i) such breach is not capable of remedy, or (ii) fails to remedy such breach within thirty (30) days after the non-breaching Party delivers written notice thereof to the breaching Party; or
b) Immediately upon written notice with respect to a Party in the event of (i) such Party's insolvency, receivership, or voluntary or involuntary bankruptcy; (ii) an assignment by such Party for the benefit of creditors; or (iii) any substantial part of such Party's property being or becoming subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.
14.3. In case of any open purchase order including custom Products, termination is subject to the payment of a termination fee by the Buyer.

15. **DISPUTES AND GOVERNING LAW.**
The Contract shall be governed by and construed in accordance with the substantive laws of the State of New York and the Parties hereby submit to the non-exclusive jurisdiction of the courts of the State of New York. THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO A TRIAL BY JURY.

16. **GOVERNMENT PURCHASES.**
The Parties expressly agree that any requirements, certifications or representations, referenced in any purchase order provided hereunder that specifies any US Federal, US state, or US local government regulations, laws, requirements, obligations, or commitments applicable as a result of funding by a US Federal, US state, or US local government entity or agency, or the flow-down of similar requirements from the Buyer's customer's contracts, are not applicable hereunder and are expressly rejected. In the event that any such requirements are found to apply, then the Parties agree that the only related requirements that may apply are set forth in Cytiva's online representations and certifications contained in the System for Award Management ("SAM") found at http://www.sam.gov. With regard to any Buy American Act certifications, the country of origin for any products hereunder is as set forth in Cytiva's SAM certifications, or, if not set forth therein, the country of origin is considered unknown. Buyer agrees that all Products meet the definition of a "commercial-off-theshelf" (COTS) item or a "commercial item" as defined in FAR 2.101. Cytiva will use commercially reasonable efforts to provide the related documentation and information required under applicable purchase orders.

17. **LEASES.**
If Buyer is acquiring use of Products through an equipment lease ("Lease") with an equipment lessor ("Lessor"), certain provisions of this Contract (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between Cytiva, the applicable Lessor, and/or Buyer, as the case may be. Acceptance of the Products as between Cytiva and Lessor will be defined by this Contract; acceptance of the Products as between Lessor and Buyer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Contract, Buyer shall continue to be responsible for the payment obligations hereunder.

18. **MISCELLANEOUS**
18.1. Assignment; Subcontracting. Neither Party may assign, delegate or otherwise transfer its rights and obligations in whole or part, or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party

hereto. Notwithstanding, Cytiva may assign its rights and obligations without Buyer's consent to (i) one or more of its affiliates; or (ii) to a successor to, or Buyer of that portion of its business to which the Products pertains. Cytiva may sub-contract any part of its rights and obligations to an affiliate or third party as determined by Cytiva.

18.2. Entire Agreement. Unless otherwise specified herein, the Contract represents the entire agreement between the Parties and supersede in their entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein (including Buyer's terms and conditions) shall not be binding on either Party.

18.3. Force Majeure. Neither Party shall be liable for any failure of or delay in performing any of its obligations under the Contract (other than any payment obligation), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, including, without limitation, war, terrorism, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies (each, a "Force Majeure Event"). Such non-performance will be excused for as long as such Force Majeure Event shall be continuing. The non-performing Party shall give prompt written notice to the other Party of such Force Majeure Event. If the Force Majeure Event exceeds two (2) months, Cytiva may immediately terminate the Contract without liability.

18.4. No Third-Party Beneficiaries. The Contract is entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of the Contract.

18.5. Notices. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to Cytiva or the Buyer, as the case may be.

18.6. Relationship. The relationship of the Parties hereunder is that of independent contractors. Nothing in the Contract shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

18.7. Severability. If any provision of the Contract or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of the Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18.8. Waiver. Failure by either Party hereto to enforce any rights under the Contract shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18.9. Product-Specific Terms and Conditions. Additional terms and conditions govern the sale of certain Products, including, but not limited to, Software, Customized Equipment, and Services ("Product Specific Terms and Conditions"). Such additional terms and conditions are available from the sales offices of Cytiva and shall take precedence in the event of any inconsistency with the Contract.

19. **NON-EXHAUSTIVE LIST OF MEDICAL DEVICES.**

- Biosafe labels , BioArchive compatible
- CordWash Sepax 2 protocol software
- Cryo-SC Smart-Max protocol software
- Sepax cell separation kit(s)
- Smart-Max cryopreparation accessory
- CryoSC-Db Freezing Bag
- NeatCell Sepax 2 protocol software
- Overwrap bag
- PeriCell Sepax 2 protocol software
- Seal Positioner b cryoSC-Db
- Separation chamber holder
- Sepax 2 RM
- Sepax 2 RM - Immobilisation
- Sepax 2 S-100
- Smart-Max AS-310
- SmartRedux Sepax 2 protocol software
- SmartWash Sepax 2 protocol software
- Traceability label for Cryopreservation
- UCB Sepax 2 protocol software
- AK-100
- AK-101
- FA-200.1

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