Cytiva Standard Terms and Conditions for the Sale of Products and Services

PART I – GENERAL TERMS AND CONDITIONS

1 Structure, Formation and Terms of Contract

1.1 "**Cytiva**" is the legal entity operating as part of the Cytiva group of companies which receives a request to sell certain Products and Services to a person or legal entity ("**Buyer**") as described below.

1.2 Except as otherwise explicitly provided in a binding applicable master sales agreement or other negotiated agreement (which, if applicable, will apply in accordance with its terms), the sale by Cytiva of Products and/or Services as specified in a purchase order or other written indication of Buyer's desire to purchase the same from Cytiva (the "**PO**") is subject to the terms and conditions set out herein (these "**Terms**") as follows:

a) The provisions of this Part I apply in relation to all sales of Products and/or Services;

b) The provisions of Part II apply (in addition to those in Part I) in relation to all sales of Products (and the provision of Services ancillary to such sales);

c) The provisions of Part III apply (in addition to those in Parts I and II) in relation to all sales of Part III Equipment;

d) The provisions of Part IV apply (in addition to those in Parts I and II) in relation to all sales of Cell Culture Products; and

e) The provisions of Part V apply (in addition to those in Part I) in relation to all sales of Repair and Maintenance Services.

1.3 In the event of any inconsistency between provisions in different Parts, the provision in the higher numbered Part will prevail.

1.4 By placing a PO, Buyer makes an offer to purchase the specified Products and Services, pursuant to these Terms, consisting of (a) a list of the Products and/or Services Buyer wishes to purchase; (b) the quantity of each of the Products and/or Services requested; (c) the requested delivery date(s) for Products; (d) the requested start date and duration of any Service Packages covered by the PO; (e) the unit price for each of the Products and/or Services requested; (f) the billing address; and (g) the delivery location; each as specified in the PO, ((a) to (g) inclusive being the "**Basic PO Terms**"), together with (h) any additional commercial terms (the "**Quote Terms**") specified in any relevant and matching quotation or proposal provided by Cytiva to Buyer prior to submission of the PO and which is valid at the date of Cytiva's receipt of the PO (the "**Quote**"); and on no other terms.

1.5 If and to the extent that Buyer's PO includes an offer to purchase one or more Cloud Product subscriptions and (if applicable) associated services, such offer (and any subsequent contract) shall be (i) deemed separate from the offer described in Section 1.4 and (ii) exclusively subject to the terms and conditions set out in the Cytiva Terms of Service for Cloud Products (and applicable product-specific terms) from time to time, available at www.cytivalifesciences.com/legal.

1.6 Cytiva will only be deemed to have accepted Buyer's offer to purchase on issue of a corresponding Order Confirmation, at which point a contract for the sale by Cytiva and purchase by Buyer of the Products and/or Services specified shall come into existence comprised as follows:

a) the Order Confirmation;

b) the Quote Terms;

c) these Terms;

d) the Basic PO Terms;

(together the "**Contract**"). In the event of any inconsistency between the above documents, they shall prevail over each other in the order shown.

1.7 The Contract comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral. Any additional, different or inconsistent terms and conditions contained or referenced in the PO or any other document or communication provided by Buyer at any time to Cytiva shall not apply and are hereby rejected.

1.8 Where these Terms are provided in Buyer's local language, such local language version will prevail over the English language version in case of conflict.

2 Quotes

2.1 All quotations issued by Cytiva for the supply of Products and/or Services are valid for the period stated in the quotation or, if none is stated, for sixty (60) days from the date the quotation was issued.

2.2 All sums in quotations issued by Cytiva are stated exclusive of Indirect Taxes.

3 Interpretation

In these Terms:

3.1 "**Affiliate**" means any entity that directly or indirectly controls (through ownership of share capital or the legal power to direct or cause the direction of management), is controlled by, or is under common control with, a Party.

3.2 "**Aseptic Filling Equipment**" means Equipment offered for sale by Cytiva for aseptic filling applications, including the SA25 and Microcell product lines.

3.3 "**Calibration Visit**" means a visit to Buyer's site by Cytiva or its Representative to conduct calibration services covered by a Service Package in relation to Covered Equipment.

3.4 "**Cell Culture Product(s)**" means sera, media (liquid and powdered), microcarriers and reagents used for mammalian cell culture, sterile process liquids and reagents and combinations of the same used separately or in conjunction for use in the biopharmaceutical industry available from Cytiva, including as listed at www.cytivalifesciences.com/shop/cell-culture-and-fermentation and all HyClone® branded products.

3.5 "**Cloud Product**" means any software executed on equipment owned or controlled by Cytiva or its Affiliates, access to which is provided over the internet as a software service.

3.6 "**Covered Equipment**" has the meaning given in Section 40.1.

3.7 "**Custom Cell Culture Products**" means Cell Culture Products manufactured to Specifications (or using processes) provided by or agreed with Buyer and/or using Specified Components.

3.8 "**Custom Equipment**" means any Equipment manufactured to Specifications (or using processes) provided by or agreed with Buyer (other than where such Specifications relate exclusively to the configuration of Equipment marketed by Cytiva) and/or using Specified Components and which do not have an article number in Cytiva's catalogue.

3.9 "**Custom Products**" means (i) Goods manufactured to Specifications (or using processes) provided by or agreed with Buyer and/or using Specified Components (including, for the avoidance of doubt, Custom Cell Culture Products) and (ii) Custom Equipment.

3.10 "**Delivered**" means, in respect of each unit of Products ordered under the Contract, Cytiva has completed its obligations under the Contract relating to the delivery of the same to (or, if applicable, collection by or on behalf of) Buyer.

3.11 "**Equipment**" means all items that are of a capital nature, including instruments, computers, printers and non-expendable accessories, as offered for sale by Cytiva, from time to time (and including Part III Equipment).

3.12 "**Factory Acceptance Testing**" or "**FAT**" means Buyer's pre-delivery testing to confirm that Equipment meets the Testing Criteria prior to delivery.

3.13 "**Goods**" means all items (other than Equipment and Software), including spare parts, consumable products and chemicals and Cell Culture Products, as offered for sale by Cytiva, from time to time.

3.14 "**Indirect Taxes**" means any Value Added Tax, sales and use tax, goods and services tax and similar taxes.

3.15 "**Installation**" means, the uncrating and assembly or supervision of assembly of Equipment (as applicable) by Cytiva.

3.16 "**Intended Use**" means, in relation to each Product, its intended use specified in the Contract, Cytiva's catalogue and/or on the Product and/or accompanying documentation and/or as otherwise provided in writing to Buyer.

3.17 "**Maintenance Release**" means any release of the Software provided by Cytiva that corrects faults, adds functionality or otherwise amends, patches or upgrades the Software, but which does not constitute a new version.

3.18 "**Medical Device**" means any Product which has been approved for sale as a medical device by an appropriate government authority, such as the U.S. Food and Drug Administration or the European Medicines Agency.

3.19 "**No-Charge Software**" means any Software provided by Cytiva to Buyer without charging any fees for that Software, including without limitation any beta, test, trial, student, prototype, training, evaluation, upgrade, final or any other Software, but excluding any Software that is installed on, or needed to operate, any Equipment supplied under the Contract.

3.20 "**Order Confirmation**" means a written confirmation of Cytiva's acceptance of Buyer's offer to purchase described in Section 1.4, issued by Cytiva, including a document titled 'Order Confirmation', an email or notification confirming creation of a 'work order' in response to a PO for Services or, where the PO relates solely to the purchase of Repair and Maintenance Services, a copy of the relevant Service Package documentation.

3.21 "**Part III Equipment**" means Custom Equipment, Aseptic Filling Equipment and Systems.

3.22 "**PM**" means a visit to Buyer's site by Cytiva or its Representative to conduct preventive maintenance covered by a Service Package in relation to Covered Equipment.

3.23 "**Products**" means all Goods, Equipment and Software.

3.24 "**Repair and Maintenance Services**" means Equipment repair, maintenance, support and/or other Services covered by a Service Package.

3.25 "**Representatives**" means, with respect to a Party, such Party's officers, directors, employees, contractors, representatives, consultants and agents.

3.26 "**Service Location**" means Buyer's site or any other location not controlled by Cytiva.

3.27 "**Service Package**" has the meaning given in Section 40.1;

3.28 "**Services**" means project management, integration, consultancy, training, Installation, testing, repair, calibration, validation, preventative maintenance, support, relocation, upgrade and other services (including Repair and Maintenance Services) to be provided by Cytiva under the Contract.

3.29 "**Site Acceptance Testing**" or "**SAT**" means post-delivery testing by Cytiva to confirm that the Equipment meets the Testing Criteria. It does not include IQ/OQ, which is only included in the Contract if expressly stated.

3.30 "**Software**" means any code, computer program or software that is owned or controlled by Cytiva (or any of its Affiliates doing business as Cytiva), including any relevant documentation and/or any Maintenance Release (but excluding any Third Party Software) which is provided to Buyer either: (i) under the Contract; or (ii) in connection with Installation or operation of Equipment.

3.31 "**Specifications**" means the technical and/or functional description and/or set of requirements and/or design relating to a Product which is published by Cytiva and/or (to the extent applicable) agreed in writing with Buyer.

3.32 "**Specified Components**" means raw materials, components and/or items of equipment which Buyer supplies or requests Cytiva procures from Third Parties to be either (i) used in the manufacture or assembly of Custom Products or (ii) supplied as part of a System.

3.33 "**System**" means a combination of two or more items of Equipment ordered under the same Contract, which either (i) are sold together as a 'solution' or (ii) include at least one item of Custom Equipment or Aseptic Filling Equipment.

3.34 "**Take-over"** has the meaning given in Section 33.1.

3.35 **"Technical Data"** means any information, in written, visual, electronic, digital, or other form including, without limitation, blueprints, drawings, models, designs, engineering specifications, formulae, manufacturing or process descriptions, test data, performance data, manuals, instructions, software, and any other technical information that is necessary for the design, development, production, manufacture, assembly, operation, installation, maintenance, repair, overhaul, refurbishment, or modification of a Product subject to any applicable Export Control Laws or whose transfer may be restricted under applicable sanctions programs.

3.36 "**Testing Criteria**" means the general (and/or, to the extent expressly agreed in writing in respect of Custom Equipment or Systems, any specific) performance criteria against which Cytiva measures conformance of Equipment with its Specifications.

3.37 "**Third Party**" means any person other than Cytiva or its Affiliates forming the group of companies operating under the Cytiva brand.

3.38 "**Third Party Software**" means any code, computer program or software owned or controlled by a Third Party.

3.39 "**Warranty Period**" means, in relation to each of the warranties in Section 12, the duration of the relevant warranty specified (or, if different, such other duration specified in the Contract).

3.40 References to a "**Party**" or "**Parties**" mean a party or the parties (or their permitted assigns) to the Contract.

3.41 References to the word "**include**" or "**including**" shall mean including without limitation.

4 Cancellation and Returns

4.1 Buyer may not cancel, modify or (save as expressly specified herein) terminate the Contract, nor delay, defer or change deliveries (including delivery dates notified by Cytiva) under the Contract, nor return any Products (each a "**Contract Reduction**"), without Cytiva's express prior written consent. Such consent may be withheld at Cytiva's sole discretion and shall only be granted on the condition that Buyer pays all reasonable and documented fees, charges and/or costs that Cytiva determines as being applicable as a result of such Contract Reduction, including termination/cancellation fees, restocking fees, storage fees, insurance and freight fees, provided that the aggregate of all such fees, charges and costs shall not exceed the total Contract Price for the relevant Products and/or Services and shall be proportionate to the actual losses incurred by Cytiva as a result of such Contract Reduction. Such charges may be reduced by a court of competent jurisdiction if found to be disproportionate to the actual loss suffered.

5 Price

5.1 Subject to the remainder of this Section 5, the price payable by Buyer for (i) the Product(s) and/or Services (the "**Price**") and (ii) delivery of the Products ("**Shipping and Handling**") under the Contract ((i) and (ii) together, the "**Contract Price**") will be as specified in the Order Confirmation.

5.2 Unless expressly specified in writing, the Price does not include Installation or any other services and, if any such services are required by Buyer, Cytiva may charge a fee at its then-current rate for any Services performed.

5.3 If either (A) delivery is requested beyond the calendar year in which (i) Cytiva provided the Quote (if any) or (ii) Buyer submitted the PO, or (B) the confirmed delivery date is not in that calendar year, then Cytiva reserves the right to revise the Price and/or Shipping and Handling to reflect pricing applicable in the calendar year of delivery.

5.4 Cytiva may, on written notice to Buyer, request a modification of the Contract Price for Products to reflect increases in Cytiva's and/or its Affiliates' costs relating to manufacturing, raw materials, energy, labor, logistics, freight and/or currency fluctuations, provided that (i) such modification shall be supported by reasonable documentary evidence of the relevant cost increase, and (ii) shall be calculated by reference to an officially published price index applicable in the country of performance.

5.5 The Price of Products includes standard shipping (as described at cytiva shipping). Cytiva reserves the right to impose a Shipping and Handling charge for non-standard shipping (also as described at cytiva shipping). For Cell Culture Products, such Shipping and Handling charges may be calculated and added to Cytiva's invoice at the time of shipping from Cytiva's facility.

6 Delivery

6.1 Delivery terms shall be construed according to the latest edition of Incoterms.

6.2 Unless expressly specified otherwise in the Contract, the Products will be delivered DAP (Incoterms) if Buyer's ship to address is in a member state of the European Union, Monaco, Norway, Switzerland or the United Kingdom; CPT (Incoterms) if Buyer's ship to address is in Morocco, Pakistan or Tunisia; FCA Origin (Incoterms) if Buyer's ship to address is in The Russian Federation; or CIP (incoterms) for all other ship to destinations and (whichever delivery terms apply) Buyer shall be liable to pay Cytiva's charges in respect of Shipping and Handling added in accordance with the Contract.

6.3 Any delivery dates or shipment dates specified in the PO are requested dates only and Cytiva shall have no obligation to meet such dates. Cytiva will from time to time notify Buyer of applicable dates scheduled for shipping and/or delivery of Products.

6.4 Cytiva may deliver partial shipments of Products to Buyer and ship Products as they become available.

6.5 Cytiva's delivery of up to +/- 10% of the quantity of Custom Cell Culture Products and/or membrane Goods sold by length ordered under the Contract (or agreed to be delivered in one lot) shall be deemed to meet Cytiva's obligations under the Contract in respect thereof. Cytiva shall invoice Buyer (and Buyer shall pay) for the actual quantity of such Products delivered.

6.6 Cytiva will use commercially reasonable efforts to avoid delay in delivery of Products on the date(s) notified by Cytiva for delivery. Failure to deliver by the specified date will not be cause for cancellation, termination or the application of any penalties or credits, nor will Cytiva be liable for any loss or damage due to delay in delivery.

6.7 Buyer shall not refuse to accept delivery of any Products tendered in accordance with the Contract.

7 Invoicing & Payment

7.1 Without prejudice to Cytiva's right to submit invoices to Buyer for sums due as otherwise specified in or anticipated by the Contract, Cytiva may submit invoices for:

a) Products on shipment;

b) Services (other than Repair and Maintenance Services) on the earlier of: (i) completion of the relevant Service; or (ii) the expiry of 12 months from either (a) for Services relating to Equipment ordered under the Contract, the date of Take-Over of such Equipment, or (b) for other Services, the date of the Order Confirmation; and

c) Repair and Maintenance Services in accordance with the billing cycle specified in the relevant Service Package.

7.2 Buyer shall pay all invoiced amounts due to Cytiva: (i) in full and without set-off, save that Buyer may set off against amounts due to Cytiva any undisputed, liquid and due debts owed by Cytiva to Buyer; (ii) in the invoiced currency; (iii) by electronic transfer to the account specified in Cytiva's invoice; and (iv) (subject to Section 7.4) within thirty (30) days from the date of Cytiva's invoice, or, only if the invoice is sent electronically, from the date of invoice receipt.

7.3 If any amount is not paid to Cytiva when due under the Contract and such non-payment is not the subject of a bona fide dispute notified by Buyer to Cytiva in writing, Cytiva may, without prejudice to any other rights it may have under the Contract or applicable law: (i) suspend performance and/or cancel any of its outstanding obligations hereunder (subject to thirty (30) calendar days prior written notice); and/or (ii) charge Buyer (and Buyer shall pay) interest on all overdue sums at the lesser of (A) the rate of 1.5% per month or (B) the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Cytiva for all costs incurred in collecting any late payments, including reasonable attorneys' fees.

7.4 Sales are subject to Cytiva's credit approval and if warranted, in Cytiva's opinion, by Buyer's financial condition, past late payment or other circumstances, Cytiva may require Buyer to provide letters of credit, pre-payment, security or other assurance satisfactory to Cytiva.

7.5 Cytiva may set-off any sums due to it from Buyer against any payments due from Cytiva to Buyer.

7.6 To mitigate the risk of banking fraud, Buyer must verbally confirm any new or changed bank transfer or mailing instructions it receives from (or purportedly from) Cytiva by calling Cytiva and speaking with an accounts receivable representative before mailing or transferring any monies using the new instructions. Cytiva will confirm the correct information related to the relevant transaction to Buyer. Both Parties agree that they will provide a ten (10) day grace period between giving the other Party notice of mailing or bank transfer instruction changes and requiring payments to be made so such changes can be verified.

8 Taxes

8.1 All payments required to be made by Buyer to Cytiva under the Contract are stated exclusive of Indirect Taxes, including any successor, replacement or transitional taxes of a similar nature introduced by any applicable jurisdiction (including, without limitation, any Contribuição sobre Bens e Serviços (CBS), Imposto sobre Bens e Serviços (IBS) or Imposto Seletivo (IS) applicable under Brazilian law).

8.2 In the event that Indirect Taxes (including any taxes arising under a transitional, successor or replacement tax regime) are properly due under any applicable law, regulation or otherwise, such taxes shall be charged by Cytiva in addition to any other amounts due and shall be payable by Buyer on receipt of a valid tax document (as required by the relevant taxing authority) issued by Cytiva.

8.3 Cytiva will only issue invoices or other applicable tax documents without relevant Indirect Taxes charged if Buyer provides a full and correctly completed exemption certificate, tax regime election documentation or other documentation required by the relevant legislation (including any documentation required under a transitional or successor tax regime) to Cytiva at the time of submission of the PO. If such exemption documentation is provided to Cytiva after the PO, then Cytiva will provide relevant tax credits to Buyer following Cytiva's receipt of benefit from any relevant taxing authority for any Indirect Taxes previously charged which are subject to the exemption documentation.

8.4 Buyer shall, promptly following written notice, reimburse Cytiva for any Indirect Taxes (including any taxes arising under a transitional or successor tax regime) assessed against Cytiva by any taxing jurisdiction where the taxing jurisdiction successfully determines that such taxes should have been charged by Cytiva to the Buyer. If penalties and interest are charged on any underdeclared Indirect Taxes, then these will be reimbursable by the Buyer to Cytiva if the error was caused by the Buyer. Where any such assessment arises from a change in applicable tax law or the introduction of a transitional or successor tax regime, the Parties shall cooperate in good faith to mitigate any resulting liability.

8.5 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, including any such taxes arising under a successor or transitional tax regime.

8.6 All payments shall be made by Buyer in full, free and clear of all deductions (including withholding taxes). If any such withholding or deduction is required by law (including under any transitional or successor tax regime), 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 or deduction had taken place. Buyer shall furnish to Cytiva within one (1) month accurate official receipts or electronic tax documentation from the appropriate governmental authority for all deducted or withheld taxes.

8.7 Where any applicable jurisdiction introduces a new, successor or transitional tax regime that modifies, replaces or supplements existing Indirect Taxes (including, without limitation, the introduction of the CBS, IBS and IS under Brazilian law), the following provisions shall apply: (a) Cytiva shall be entitled to adjust its invoicing and tax documentation to comply with the requirements of the new regime, and Buyer shall cooperate with Cytiva in implementing any such adjustments; (b) any change in the applicable rate or basis of Indirect Taxes resulting from such reform shall be reflected in the amounts invoiced to Buyer, and the Contract Price (exclusive of Indirect Taxes) shall not be affected thereby; (c) each Party shall provide to the other such information, documentation and cooperation as may be reasonably required to ensure compliance with the new regime, including in relation to tax credits, input tax recovery and reporting obligations; and (d) during any transitional period in which both former and successor taxes are concurrently in effect, Cytiva shall be entitled to charge all applicable taxes as required by law, and Buyer shall pay the same in accordance with this Section 8.

9 Services

9.1 Cytiva shall provide such Services as are expressly set out in the Contract during normal business hours, unless otherwise specified in the Contract. The provision by Cytiva (at Buyer's request) of (i) additional services or (ii) Services outside of these hours, will be charged at Cytiva's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Contract.

9.2 Cytiva may charge Buyer at its standard labour rates for time spent relating to online/onsite induction, preparation and submission of documentation and completion of administrative tasks (exceeding 30 minutes in aggregate) required by Buyer relating to Cytiva's provision of Services and for wait time of Cytiva Representatives at the Service Location.

9.3 Any obligation for Cytiva to provide Services at a Service Location is subject to Buyer providing a suitable, safe and hazard-free environment for Cytiva Representatives performing such Services in accordance with applicable law.

9.4 Buyer shall (i) allow and facilitate Cytiva Representatives' access to the Service Location during normal business hours for the purpose of performing Cytiva's obligations under the Contract; (ii) submit completed health and safety declarations as and when requested by Cytiva; (iii) provide written information to Cytiva's Representatives working at the Service Location about relevant hazards and safety procedures as well as a list of any hazardous materials (e.g. asbestos, lead or mercury) on or near the Service Location that such Representatives may come in contact with and any associated safety data sheets; and (iv) be responsible for taking all necessary action to properly abate, remove and/or remediate any hazardous conditions or materials at the Service Location, including removing blood, body fluids and other potentially infectious materials from all equipment relevant to the Services.

9.5 Unless otherwise agreed in writing or required by law, (i) Buyer shall be responsible for proper management, storage, and disposal of all Service-related waste and (ii) Cytiva´s obligation to take back electrical and electronic equipment waste (WEEE) does not include creation of physical access to the equipment; de-installation; decoupling; disinfecting; craning/lifting; transportation to a ground level loading area or ramp; packing; or any related similar activities; and Buyer shall perform such activities at its own cost as and when required.

9.6 When required by Cytiva (or applicable law), Buyer shall make available at least one (1) suitably qualified person who can ensure the safety of Cytiva's Representatives at all times during performance of the Services at the Service Location. If no such person is made available, Cytiva reserves the right to charge Buyer at Cytiva's then current pricelist for an additional Cytiva person to be present. Cytiva's Representatives may suspend the provision of Services and disconnect any relevant equipment if they consider there is a risk to their safety or health.

9.7 Buyer shall provide facilities to Cytiva's Representatives at the Service Location as reasonably required to enable provision of the Services including mains electricity, working space, lighting, water, a telephone line and internet.

9.8 Buyer shall procure (at its own cost) adequate approvals and/or licenses for Cytiva to use Buyer's and/or any Third Party's service software, documentation and other proprietary information reasonably necessary to allow Cytiva to perform the Services.

9.9 Subject to any obligations of confidentiality in Section 15, Cytiva shall have a right to collect Product performance and usage data during the provision of the Services and use it freely, including for the purposes of product/service development, benchmarking and quality initiatives. Any data collected by Cytiva will be used in accordance with applicable law.

9.10 Buyer shall ensure its Representatives comply with all applicable rules and procedures while on Cytiva premises.

9.11 Cytiva will be deemed to have fulfilled its obligation to provide the Services (other than Repair and Maintenance Services) on the earlier of (i) completion of the relevant Services; or (ii) the expiry of 12 months from either (a) for Services relating to Equipment ordered under the Contract, the date of Take-Over of such Equipment, or (b) for other Services, the date of the Order Confirmation.

10 Remote Access Support

10.1 Buyer acknowledges that Cytiva's ability to provide remote access support and/or proactive monitoring services either included with Products or purchased separately by Buyer, depends on Buyer permitting and enabling Cytiva to connect (and maintain such connection) to the relevant Product(s) remotely as required.

10.2 Remote support, when available, will be provided via telephone and/or online communication services and/or control applications during the regular business hours of the Cytiva office responsible for providing the Services (unless expressly agreed otherwise in the Contract). If a subject matter expert is required and not immediately available, Cytiva will use commercially reasonable efforts to provide a call back as soon as reasonably practicable.

11 Software

11.1 *General.* Certain Software is subject to additional software agreements, licenses and/or other product specific terms as may be identified by Cytiva in writing, including in the Quote, on Cytiva's website, or in documentation accompanying such Software ("**Specific Terms**"), which shall prevail over any conflicting provisions set out in these Terms.

11.2 *Third Party Software.* Buyer agrees and understands that: (a) its right to use any Third Party Software supplied by Cytiva under the Contract is subject to the license terms applicable to such Third Party Software (and Buyer shall execute (as

necessary) and comply with the same); and (b) any warranties and indemnities set out in the Contract shall not apply to Third Party Software.

11.3 *License not Sale.* Buyer agrees that Cytiva is licensing (not selling) the Software to Buyer, and that any references to "buy", "purchase", "sell" or similar in respect of the Software are intended to mean "license". Cytiva reserves all rights in the Software and no ownership, title or interest therein is transferred under the Contract other than the licenses explicitly granted hereunder.

11.4 *Grant.* Cytiva hereby grants to Buyer a non-exclusive, non-sublicenseable, non-transferable license to use the Software in object code form only for the sole purpose of Buyer operating the Software for its own internal normal business purposes, and for operating the Equipment to which it pertains (if any). This license shall terminate:

a) automatically if Buyer fails to comply with Section 11.5 or fails to pay any sums due in respect of the Software (or any related Equipment);
b) at the end of any term or period of the license as set out in the Contract;
c) for No-Charge Software, at any time upon Cytiva giving written notice to Buyer at the sole and absolute discretion of Cytiva (without cause needed);
d) when Buyer's lawful possession of any Equipment (having any Software embedded or needed for the Equipment to operate) ceases; or
e) on termination of the Contract,

and, on termination of this license, Buyer must immediately stop using the Software and (on Cytiva's instruction) shall return and/or delete the Software (and all copies thereof).

11.5 Buyer shall not: (i) use any Software otherwise than in accordance with the relevant Specific Terms; (ii) grant, assign, transfer, or otherwise make available to any Third Party any right whatsoever in any Software; (iii) disclose to any Third Party any information contained in any Software or related documentation; (iv) copy or reproduce any Software (except for one copy for back-up purposes or as otherwise expressly permitted by mandatory applicable law); (v) alter or modify any Software; (vi) reverse engineer (or use sequence(s) or other methods in an attempt to reverse engineer), decompile, disassemble or create any derivative works based upon any Software; or (vii) transfer any Software outside the country of delivery or Buyer's IT network.

12 Warranties

12.1 Sections 12.2 to 12.11 inclusive shall not apply if (but only to the extent that) different warranty terms have been agreed in the Contract and/or the Products are covered by a warranty issued by a Third Party manufacturer.

12.2 *Goods.* Subject to Sections 12.7 to 12.9 inclusive, Cytiva warrants that on delivery and until (i) the expiry date according to the specified shelf-life of the Goods or (ii) for Goods without a specified shelf-life twelve (12) months from delivery, the Goods will materially conform with the Specifications and be free of material defects in workmanship and materials.

12.3 *Equipment.* Subject to Sections 12.7 to 12.9 inclusive, 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 12 months from the date the Equipment was shipped from Cytiva's facility; the Equipment will materially conform with the Specifications and be free of material defects in workmanship and materials.

12.4 *Software.* Subject to Sections 12.7 to 12.9 inclusive, Cytiva warrants that for a period of ninety (90) days from Buyer's receipt of the Software: (i) any media on which the Software is provided will be free of defects in workmanship and materials under normal use; and (ii) the Software will substantially contain the functionality described in the Specifications and, when properly installed on a computer, other instrument or Equipment meeting the requirements set forth in, and operated in accordance with, such Specifications, will substantially operate in accordance therewith. The warranty set out in this Section 12.4 relating to Software which is provided with and either embedded in, or needed to operate, Equipment supplied under the Contract shall apply for the duration of the Warranty Period relating to such Equipment, unless agreed otherwise in writing. The warranties set out in this Section 12.4 shall not apply to any No-Charge Software and Cytiva shall be under no obligation to provide any services, support, Maintenance Releases or anything else relating to any No-Charge Software.

12.5 *Services.* Subject to Sections 12.7 to 12.9 inclusive, Cytiva warrants that all Services will be carried out with reasonable care and skill. This warranty shall only extend for a period of ninety (90) days after the completion of the relevant Services.

12.6 *Intellectual Property.* Subject to Sections 12.6 to 12.9 inclusive, Cytiva warrants that, to the best of its knowledge, Cytiva's manufacture or sale of any Products under this Agreement (excluding Custom Products and Cell Culture Product(s)) does not infringe any intellectual property rights of any Third Party. For the avoidance of doubt, this warranty does not apply to Buyer's use of such Products.

12.7 All claims under the warranties set out in Sections 12.2 to 12.5 inclusive must be made in writing and received by Cytiva within the relevant Warranty Period.

12.8 All warranties provided by Cytiva in relation to Products or Services are non-transferable.

12.9 SUBJECT TO BUYER'S MANDATORY STATUTORY RIGHTS UNDER APPLICABLE LAW (WHICH SHALL NOT BE LIMITED OR EXCLUDED BY THIS SECTION), CYTIVA'S LIABILITY AND BUYER'S CONTRACTUAL REMEDY FOR A BREACH OF ANY OF THE WARRANTIES SET OUT IN:

a) SECTIONS 12.2 TO 12.4 INCLUSIVE, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AT THE SOLE OPTION OF CYTIVA;
b) SECTION 12.5, IS LIMITED TO GIVING CREDIT FOR OR RE-PERFORMING THE SERVICES IN QUESTION AT THE SOLE OPTION OF CYTIVA; AND
c) SECTION 12.6, IS LIMITED TO, AT THE SOLE OPTION OF CYTIVA: (I) PROCURING THE RIGHT TO CONTINUE SUPPLYING SUCH PRODUCTS TO BUYER; (II) MODIFYING THE PRODUCTS SO THEY BECOME NON-INFRINGING; (III) REPLACING THEM WITH A NON-INFRINGING EQUIVALENT; OR (IV) AUTHORIZING THE RETURN OF THE PRODUCTS TO CYTIVA AND, UPON RECEIPT THEREOF, REFUNDING TO BUYER THE PURCHASE PRICE PAID FOR SUCH PRODUCTS.

12.10 The application of any remedy under warranty will not extend the duration of the Warranty Period.

12.11 Title to parts replaced under warranty transfers to Cytiva on such replacement and Buyer shall promptly return the same to Cytiva (at Cytiva's request and cost).

12.12 EXCEPT FOR THE WARRANTIES SET OUT IN SECTIONS 12.2 TO 12.6 INCLUSIVE AND EXCEPT TO THE EXTENT THAT ANY WARRANTY IS MANDATORILY IMPLIED OR CONFERRED BY APPLICABLE LAW AND CANNOT BE LAWFULLY EXCLUDED, CYTIVA GIVES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES INCLUDING ANY WARRANTY OF (A) SATISFACTORY QUALITY; (B) MERCHANTABILITY; (C) FITNESS FOR A PARTICULAR PURPOSE; OR (D) NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED BY LAW (EXCEPT FOR ANY IMPLIED WARRANTY OF TITLE) OR OTHERWISE.

WITHOUT LIMITATION TO THE FOREGOING, CYTIVA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCTS, DELIVERABLES AND/OR SERVICES WILL: MEET BUYER'S REQUIREMENTS; ACHIEVE ANY INTENDED RESULTS; BE COMPATIBLE, OR WORK WITH ANY OTHER GOODS, SOFTWARE, APPLICATIONS, HARDWARE, EQUIPMENT, SYSTEMS OR SERVICES; OPERATE WITHOUT INTERRUPTION; MEET ANY PERFORMANCE OR RELIABILITY STANDARDS; OR BE ERROR FREE.

12.13 Unless expressly agreed in writing, Cytiva is not obliged to carry out dismantling or re-installation of any Product in connection with any warranty claims.

13 Warranty Exclusions

13.1 Cytiva shall have no liability under any warranty (including those in Section 12) in respect of or arising from: (i) the use of a Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not supplied or recommended in writing by Cytiva; (ii) specifications or materials supplied by Buyer and/or any Specified Components; (iii) fair wear and tear; (iv) fraud, negligence or wilful misconduct of Buyer or any of its Affiliates or Representatives; (v) shipping, storage or working conditions after delivery; (vi) misuse or use of Products otherwise than in accordance with their Intended Use, or Cytiva's written recommendations, instructions or specifications; (vii) any installation, alteration, modification, repair or enhancement of a Product by Buyer or any Third Party without Cytiva's prior written consent; (viii) any allegation that Buyer's use of the Products infringes the intellectual property rights of any Third Party; (ix) any damage caused after delivery of the relevant Product; (x) any failure to install any Maintenance Releases as may be required by Cytiva from time to time; (xi) transfer, installation or use of the Product in a location other than its place of delivery; or (xii) any Product or Service, if all sums due in respect of the same are not paid in full when due (save where the sole reason for such non-payment is the breach of a warranty set out in Section 12 relating to that Product or Service and of which Cytiva has been informed in accordance with Section 12.7).

14 Intellectual Property Rights

14.1 All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, know-how, prices, notes, electronic data, training materials, and other documents or information that are: (a) created, prepared, reduced to practice or disclosed by Cytiva to Buyer hereunder; (b) developed solely by Cytiva in the performance of the Contract, and/or (c) based upon, derived from, or utilizing the Confidential Information of Cytiva, and all related intellectual property rights, shall be and shall at all times remain the property of Cytiva ("**Cytiva Property**"). For the avoidance of doubt, all intellectual property rights owned by Buyer prior to the Contract ("Buyer Pre-Existing IP") shall remain the property of Buyer. Any intellectual property rights developed jointly by the Parties in the performance of the Contract shall be jointly owned by the Parties, and each

Party shall have the right to use such jointly owned intellectual property without the consent of, or accounting to, the other Party, unless otherwise agreed in writing. Buyer hereby assigns to Cytiva all Buyer's right, title and interest in Cytiva Property and agrees to complete such formalities as are required to secure ownership of the Cytiva Property for Cytiva. No right, title or interest in any patents, trademarks, trade names or trade secrets, Cytiva Property or any other intellectual property rights of Cytiva (whether in any of the Products and/or Services or otherwise) shall pass or transfer to Buyer and Cytiva shall at all times retain ownership rights therein. Notwithstanding the foregoing, Cytiva grants Buyer a non-exclusive, non-transferable license to use the Cytiva Property only to the extent necessary and solely for Buyer's use of the Products and/or Services and/or any deliverables provided pursuant to the Services in accordance with the Contract. Buyer shall not remove any proprietary right notices from any Cytiva Property nor disclose any Cytiva Property to any Third Party without Cytiva's prior written consent.

14.2 As a condition of Cytiva's supply to Buyer of the Products, Buyer shall not and shall cause its employees, agents and Representatives not to (in each case directly or indirectly): (i) alter or modify the Products, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Products, (iii) remove any product identification or proprietary right notices, (iv) modify, or create derivative works of, the Products (v) otherwise take any action contrary to Cytiva's rights in the technology and intellectual property rights relating to the Products, (vi) assist or ask others to do any of the foregoing.

14.3 Buyer shall not use any trade marks, trade names, branding, brand names or logos of Cytiva or its Affiliates without Cytiva's prior written consent.

14.4 Where Buyer requests the use of Specified Components and/or provides designs, drawings, or specifications to Cytiva for Cytiva to employ in the manufacture of Custom Products and/or Systems and/or the provision of the Services, Buyer warrants that such manufacture and, in relation to Specified Components, use with or incorporation in such Products and Cytiva's sale of the same and/or provision of such Services, will not infringe any intellectual property rights of any Third Party. Cytiva shall not be liable to Buyer for any damage or loss resulting from any drawings, specifications or other intellectual property rights provided by or on behalf of Buyer to Cytiva, its Affiliates or Representatives.

15 Confidentiality

15.1 All information disclosed by either Party ("**Discloser**") to the other ("**Recipient**") that is designated as confidential ("**Confidential Information**") shall, (subject to Section 15.3) for not less than 5 (five) years from the date of such disclosure, be kept confidential by Recipient who shall during such period: (a) not disclose it to any third party (other than, on a need to know basis, its Representatives bound by written obligations of confidentiality no less onerous than those on Recipient under the Contract) and (b) not use it for any purpose other than as required in order to exercise its rights and fulfil its obligations under the Contract.

15.2 Confidential Information shall not include information which:

a) is or becomes publicly known (other than as a result of unauthorised disclosure by Recipient or its Representative);

b) is disclosed to Recipient by a third party lawfully entitled to make such disclosure;

c) Recipient can prove from written records was known to it before disclosure to it hereunder; or

d) Recipient is required to disclose by law or pursuant to a legally enforceable order or judgment.

15.3 The restrictions in Section 15.1 (a) and (b) shall apply in perpetuity in relation to all Confidential Information identified by Cytiva as its trade secrets.

15.4 Recipient shall promptly, following Discloser's request, return to Discloser or destroy all Confidential Information.

15.5 Nothing in the Contract shall prevent either Party seeking injunctive relief to prevent breach of this Section 15.

16 Security

16.1 Cytiva is not responsible for: (i) securing Buyer's network; (ii) preventing unauthorized access to Buyer's network, the Software or any Equipment; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or any other related IT safeguards. CYTIVA SHALL NOT BE LIABLE FOR LOSS OR DAMAGE CAUSED BY UNAUTHORIZED ACCESS TO THE SOFTWARE, EQUIPMENT OR ANY NETWORK.

17 Liability

17.1 SUBJECT TO SECTION 17.3 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYTIVA BE LIABLE FOR ANY (I) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE; (II) LOSS OF PROFIT, REVENUES, CONTRACTS, BUSINESS OPPORTUNITIES OR ANTICIPATED SAVINGS; (III) DIMINUTION IN VALUE; (IV) LOSS OF OR DAMAGE TO DATA OR INFORMATION SYSTEMS; OR (V) LOSS OF GOODWILL, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE, (B) WHETHER CYTIVA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO DAMAGES ARISING FROM CYTIVA'S FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL CYTIVA BE LIABLE FOR ANY OF BUYER'S REMANUFACTURING, REWORK, DE-INSTALLATION OR RE-INSTALLATION COSTS.

17.2 SUBJECT TO SECTION 17.3 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYTIVA'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CYTIVA FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION SHALL NOT APPLY TO LIABILITY ARISING FROM CYTIVA'S FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

17.3 NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED OR EXCLUDED.

18 Indemnities

18.1 Each Party shall defend, indemnify, and hold harmless the other from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) ("**Damages**") incurred or suffered by such indemnified Party arising, directly or indirectly, from third party claims related to fraud, gross negligence or wilful misconduct by the indemnifying Party and/or its Affiliates or Representatives in connection with the Contract.

18.2 Buyer shall defend, indemnify, and hold harmless Cytiva and its Affiliates, and their respective Representatives (together the "**Indemnitees**"), from and against any and all Damages incurred or suffered by the Indemnitees arising, directly or indirectly, from: (i) any claims alleging infringement of Third Party intellectual property rights arising from either (a) Buyer's use of Products and/or deliverables provided pursuant to the Services or (b) Cytiva's provision of Services and/or manufacture of Custom Products or Systems using drawings, specifications or other intellectual property provided by or on behalf of Buyer to the Indemnitees or utilizing or incorporating Specified Components; (ii) any changes or alterations to Products or part(s) thereof made by persons other than Cytiva; (iii) use of Products in combination with products not supplied by Cytiva; (iv) Buyer's incorporation of any Products or parts thereof into products sold by Buyer or any third party and/or any subsequent use of the same; (v) medical diagnosis or treatment decisions; (vi) use of Products in a manner or environment, or for any purpose, for which Cytiva did not design them, or contrary to Cytiva's written recommendations or instructions (including any Intended Use), and/or (vii) Buyer's breach of Section 23, including any consequences associated with restricted-party designations, dealings involving high-risk or embargoed destinations caused by Buyer's actions or disclosures.

18.3 Notwithstanding any other term of this Section 18, the indemnifying Party shall not be liable for damages caused by the indemnified Party. Neither Party will be responsible for any settlement of a claim made without its prior written consent.

19 Term & Termination

19.1 The Contract comes into force in accordance with Section 1.6 and shall continue in force until each of the Parties have fulfilled their obligations under the Contract and any and all licenses granted under the terms of the Contract have expired or the Contract is terminated in accordance with its terms.

19.2 Subject to applicable law, the Contract may be terminated by either Party immediately on written notice to the other if such other Party:

a) is in material breach of its obligations under the Contract and either (i) such breach is not capable of remedy, or (ii) the other Party fails to remedy such breach within thirty (30) days after receipt of written notice from the non-breaching Party requiring that it be remedied; or

b) becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

20 Force Majeure

20.1 Neither Party shall be liable for (or deemed to be in breach of contract as a result of) any failure of or delay in performing any of its obligations under the Contract (other than any payment obligation) if such failure or delay is due to any cause beyond the reasonable control of such Party, including war, terrorism, riots, fire, explosion, flood, earthquake, extreme weather, insurrection, strikes, lock-outs or labor disputes (including relating to its own employees), epidemics, pandemics, contagion, disease or quarantine, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of or inability to obtain material, detention of equipment at customs, delayed or refused issue of export licenses, import or export embargoes, sanctions, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, (each, a "**Force Majeure Event**"). Such non-performance will be excused for as long as such Force

Majeure Event continues. The affected Party shall give prompt written notice of such Force Majeure Event to the other Party. If the Force Majeure Event exceeds two (2) months, either Party may terminate the Contract on written notice without liability, and the Parties shall negotiate in good faith an equitable allocation of costs incurred up to the date of such termination.

21 Data Protection

21.1 Buyer and Cytiva shall comply with data protection laws applicable to their respective processing of personal data under the Contract. Cytiva shall process personal data for the purposes of providing the Products and/or Services, in accordance with Buyer's instructions.

21.2 Where Buyer discloses personal data to Cytiva in connection with the Contract, the following provisions shall apply:

a) Personal data shall be disclosed to Cytiva to the extent reasonably necessary for Cytiva to provide the Products and/or Services including for the purposes of maintenance and repair of Equipment, if applicable.

b) Buyer hereby consents to all actions taken with respect to the personal data it discloses to Cytiva consistent with Cytiva's Privacy Policy, including the use of subcontractors and data transfers.

c) During maintenance and repair of Equipment, Cytiva will make every reasonable attempt not to access personal data of Buyer, its employees, customers or patients and will do so only as necessary.

d) Personal data will be processed as long as necessary to deliver the Products and/or provide the Services to Buyer.

e) For the purposes of maintenance and repair of Equipment, Cytiva may, through remote access, collect personal data which will be used in accordance with all applicable federal, state and local laws and regulations and in a manner that will maintain confidentiality.

f) Cytiva shall ensure that any individuals authorized by it to process personal data are bound by appropriate obligations of confidentiality.

g) Cytiva shall reasonably assist Buyer with exercising Buyer's data controller obligations stemming from applicable privacy laws, including in relation to data subject rights, data breach notifications and providing necessary documentation.

h) Cytiva shall make available to Buyer all information necessary to demonstrate compliance with the obligations laid down in applicable data privacy laws and reasonably allow for and contribute to audits, including inspections, conducted by Buyer, at Buyer's sole expense.

i) Cytiva shall promptly inform Buyer if, in its opinion, an instruction infringes applicable data privacy laws.

21.3 Prior to returning any Equipment to Cytiva, Buyer shall decontaminate it and ensure that all personal data stored in such Equipment is deleted. Buyer acknowledges that, in any case, all data and settings stored in the returned Equipment may be deleted by Cytiva.

21.4 Prior to and during the Contract, Buyer may provide Cytiva with personal data relating to its personnel or other individuals involved in the use of the Products and/or Services. Buyer consents to the processing of this personal data by Cytiva, its Affiliates and their respective suppliers, and shall, to the extent legally required, provide appropriate notice (Cytiva's Privacy Policy) to each individual or obtain requisite consent to such processing of their personal data for the following specific purposes: (i) performing the Contract; (ii) providing information about Cytiva products and services (e.g. regulatory updates); (iii) transferring personal data as specified in Section 21.5 and (iv) satisfying legal or regulatory requirements.

21.5 Cytiva may transfer personal data relating to Buyer's personnel or other individuals involved in the use of the Products and/or Services to recipients located in jurisdictions that do not offer the same level of data protection. Cytiva does this based on the EU's Standard Contractual Clauses or another legally approved mechanism. To the extent Buyer is the data controller of such data and if applicable, Buyer will (i) provide appropriate notice to the relevant individuals (Cytiva's Privacy Policy), (ii) obtain any consent, if applicable, (iii) provide individuals with applicable choices with respect to the use, disclosure or other processing of their personal data, and (iv) provide individuals with the opportunity to exercise their right to access their personal data.

21.6 Buyer agrees that Cytiva may process certain de-identified and/or aggregated data for the purposes described in Sections 21.2 and 21.4. Buyer agrees that the performance data related to the Products and/or Services collected by Cytiva for internal use will be used by Cytiva in accordance with all applicable laws and regulations in a manner that will maintain confidentiality.

22 Governing Law and Jurisdiction

22.1 The Contract shall be governed by and construed in accordance with the substantive laws of the country where the Cytiva group company (or relevant branch) office referred to in the Contract is situated; provided, however, that where the Contract is performed in Brazil or the Buyer is domiciled in Brazil, the Contract shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil, and the Parties hereby submit to the exclusive jurisdiction of the courts of the Buyer's domicile or the place of performance of the Contract in Brazil. In all other cases, the Parties hereby submit to the exclusive jurisdiction of the commercial courts located in the capital city of the country where the relevant Cytiva office is situated. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

23 Trade Compliance

23.1 Each Party shall comply with all applicable trade laws and regulations, including export control, import, customs, and sanctions laws of the U.S., EU, U.K., China, Singapore, and any other applicable jurisdictions (collectively "**Trade Laws and Regulations**"), shall not take any action that would cause the other Party to violate the Trade Laws and Regulations, and shall provide reasonable cooperation and information required to support compliance, including obtaining all required licenses, authorizations, and governmental approvals.

23.2 Buyer agrees not to resell, transfer, export, re-export, divert, circumvent, tranship, or otherwise dispose directly or indirectly of any Products or Technical Data in violation of Trade Laws and Regulations. Products and Technical Data shall not be used for any military end-use or by military or military intelligence end-users to the extent restricted or prohibited under applicable Trade Laws and Regulations, including in any country subject to broad trade restrictions, embargoes, or similar measures.

23.3 Buyer shall not, directly or indirectly, change the end-use, the end-user, or the move the Products from the place of delivery, where such change or relocation would require additional export control authorization compliance with Trade Laws and Regulations without Cytiva's prior written consent.

23.4 Unless authorized by the relevant competent authority within the EU, Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any Products supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Where applicable, Buyer shall implement and maintain controls to ensure that the purpose of the foregoing is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this Section 23.4 will constitute a material breach of an essential element of the Contract and Cytiva shall be entitled to seek appropriate remedies including, but not limited to: (i) termination of the Contract; and (ii) a penalty equal to 100% of the total value of the Contract or the price of the Products exported, whichever is higher. Buyer shall immediately inform Cytiva about any problems in applying this Section 23.4 including any relevant activities by third parties that could frustrate the purpose hereof and make available to Cytiva information concerning compliance with Buyer's obligations hereunder within two (2) weeks of Cytiva's request.

24 Miscellaneous

24.1 Assignment; Subcontracting. Neither Party may assign, delegate or otherwise transfer its rights and obligations under the Contract, in whole or part, without the prior written consent of the other Party. Notwithstanding the foregoing, Cytiva may without Buyer's consent: (A) assign its rights and obligations to (i) one or more of its Affiliates; or (ii) a successor to, or purchaser of that portion of its business to which the Products pertain; (B) assign any of its accounts receivable to any third party; and (C) appoint sub-contractors, at its discretion, to fulfil any of its obligations under the Contract (and, where it does, Cytiva shall be liable for the actions and omissions of such sub-contractors as if they were its own).

24.2 Entire Agreement. Each Party acknowledges and agrees that, in entering into the Contract, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract.

24.3 No Third Party Beneficiaries. The Contract is entered into for the sole benefit of and may only be enforced by the Parties and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

24.4 Notices. All notices required to be given under the Contract shall be in writing and delivered to the relevant Party's registered office of principal place of business or such other address as the relevant Party has specified for service of the same. A copy of each such notice sent by Buyer to Cytiva concerning breach or termination of the Contract or any claim or dispute relating to the Contract shall also be sent by Buyer to contractnotices@cytiva.com within 24 hours.

24.5 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.

24.6 Amendment and Modification. Save for those made pursuant to Sections 5.3, 5.4 and 25.3, no amendments or modifications to the Contract shall be valid unless made in writing and signed by an authorised representative of each Party.

24.7 Signatures. Unless expressly required by these Terms, neither the Contract itself nor any written document issued pursuant to it, requires a signature.

24.8 Severability. If any provision of the Contract or the application thereof, is held by any competent authority to be illegal, invalid or unenforceable in whole or in part, such provision shall, only to the extent of such illegality, invalidity or unenforceability, be ineffective without affecting any other provision of the Contract, which shall remain in full force and effect.

24.9 Waiver. Failure or delay by either Party to enforce any of its rights under the Contract shall not prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

24.10 Rights Cumulative. The rights and remedies provided under the Contract are cumulative and (save as expressly otherwise provided in the Contract) not exclusive of any rights or remedies provided at law or in equity.

24.11 Survival. Termination or expiry of the Contract, howsoever occurring will not (i) prejudice any rights or obligations of the Parties accrued prior to such termination or (ii) affect any provision of these Terms which is expressly or by implication intended to come into effect on, or continue in effect after, such termination or expiry (including provisions relating to payment, confidentiality, limitations of liability and indemnity obligations).

PART II – TERMS AND CONDITIONS FOR THE SALE OF ALL PRODUCTS

If Buyer is purchasing Products from Cytiva, the following provisions will apply in relation to Cytiva's sale of such Products (and the provision of Services ancillary to such sales) in addition to the provisions of Part I

25 Specified Components

25.1 Buyer is solely liable for the suitability, compatibility, efficacy and quality of Specified Components.

25.2 Cytiva is not liable for any failure to fulfil any obligation to supply Custom Products or Systems resulting from any Specified Components being unavailable or received late or failing to meet specification or Cytiva's incoming quality testing requirements.

25.3 Without prejudice to Section 5, Cytiva may, on written notice to Buyer, adjust the Price of Custom Products and/or Systems due to changes in the cost of Specified Components.

26 Risk & Title

26.1 Risk of damage to or loss of the Products passes to Buyer in accordance with the applicable delivery term.

26.2 Title to the Products passes to Buyer on delivery.

26.3 In case of non-payment by Buyer, Cytiva may, without prejudice and in addition to any other rights it has under the Contract or applicable law, take back all or part of the Products and dispose of these in any way it deems fit to mitigate the consequences of such non-payment (for the avoidance of doubt all depreciation, de-installation and other costs will be borne by Buyer).

27 Intended Use

27.1 Buyer shall use the Products strictly in accordance with (i) the Intended Use and (ii) applicable law.

27.2 Buyer is solely liable for ensuring compliance with regulatory requirements related to Buyer's use of the Products.

27.3 Except where clearly stated otherwise on the Cytiva-provided label, 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.

27.4 Buyer warrants that any Medical Device(s) purchased under the Contract are for its own medical use in the country of delivery.

28 Prohibition on resale

28.1 Buyer represents that it is purchasing the Products for its own use consistent with the terms of the Contract and agrees that it shall not at any time, without the express prior written consent of Cytiva, re-sell, assign, transfer or distribute the Products to any third party as a stand-alone product.

29 Specification Changes

29.1 Cytiva reserves the right, upon notice to Buyer, to make any change in the Specifications of Products which does not materially affect the performance, use, installation or price of the Product under the Contract.

30 Delivery Delay

30.1 If Buyer fails to (A) confirm that it will accept delivery of the Products (or any of them) within thirty (30) days after receiving notice from Cytiva that they are ready for delivery ("**Delivery Ready Notice**") or (B) accept delivery of the Products (or any of them) when tendered by Cytiva in accordance with the Contract (a "**Receipt Failure**"), then Buyer shall, promptly following receipt of written request from Cytiva (a "**Take or Store Request**"), either confirm that it will accept delivery (or re-delivery if applicable) on the date specified by Cytiva in such request or provide details of a storage facility to which Cytiva can (as soon as possible thereafter) deliver the relevant Products, in either case at Buyer's cost (and on either such delivery the relevant Products will be deemed to have been Delivered to Buyer).

30.2 If Buyer has not complied with the Take or Store Request (or agreed a delivery date with Cytiva) within thirty (30) days from receipt, Cytiva may invoice Buyer (and Buyer shall pay) for the Price of the relevant Products, together with a monthly storage fee equal to up to 2% of the Price of the relevant Products per month (starting on the Take or Store Request date) to store the relevant Products pending Buyer's acceptance of delivery. Cytiva may thereafter continue to invoice for such storage fees on a monthly in advance basis.

30.3 If Buyer has not accepted delivery of the relevant Products within ninety (90) days from the Take or Store Request date, Cytiva may destroy or otherwise dispose of the relevant Products at its sole discretion and without liability to Buyer and Buyer shall indemnify Cytiva and its Affiliates from and against any and all Damages incurred or suffered by such persons arising, directly or indirectly, from such destruction or disposal.

30.4 In any event, the Warranty Periods of all warranties relating to the relevant Products which have not already commenced under the terms of Section 12 shall be deemed to commence on the earlier of (1) the date of the Receipt Failure, or (2) the date falling thirty (30) days after Buyer's receipt of the Delivery Ready Notice.

30.5 Notwithstanding the foregoing and without prejudice to any other rights available to it under the Contract or applicable law, Cytiva may terminate the Contract (in whole or part) if Buyer does not accept delivery of the Products within sixty (60) days from receipt of the Delivery Ready Notice or if Buyer does not enable Cytiva to complete Installation and/or other onsite Services within sixty (60) days after delivery.

30.6 Buyer shall be liable for all costs related to the storage and/or delivery of Products under Section 30.1 and any associated costs including shipping, freight, handling charges and insurance.

31 Installation

31.1 Where the Contract includes Installation:

a) The Parties shall enter into good faith discussions to agree on an appropriate date on which Installation shall commence;

b) Buyer shall, at its own expense, make the place where the relevant Equipment will be located ready for Installation in accordance with Cytiva's instructions and timeframe requested by Cytiva ("**Site-Readiness**") and Installation will not begin unless such Site-Readiness has been completed;

c) Unless specified otherwise in the Contract, Buyer shall at its own expense (i) follow Cytiva's reasonable instructions in connection with the Installation and (ii) provide for the quantities and qualities of raw materials, consumables, water, electricity and other connecting utilities necessary for the Installation and start-up;

d) Cytiva will provide Representatives to perform the Installation (in such numbers and with such qualifications and experience as Cytiva determines appropriate);

e) Buyer's Representatives shall work under the technical supervision of Cytiva;

f) Except where caused by Cytiva's negligence, Cytiva shall not be liable for any injury to or death of any person or for damage to any property during the Installation; and

g) Cytiva shall not, under any circumstances, be liable if the Buyer makes or allows use of Equipment that requires Installation or training by Cytiva prior to such Installation or training.

31.2 Cytiva may suspend Installation for reasons outside of Cytiva's reasonable control including: (i) Buyer's breach of Section 31.1b) or 31.1c); (ii) any Force Majeure Event; or (iii) any cause attributable to Buyer or its Representatives; and, if such suspension exceeds or is expected to exceed one full day, Cytiva may withdraw its Representatives from the Service Location or charge Buyer for idle time spent at the Service Location. All costs in connection with such suspension and/or withdrawal shall be borne by Buyer and Buyer shall use all reasonable endeavours to remedy the circumstances causing the suspension as soon as practically possible. Cytiva may resume the Installation after written notification to Buyer following confirmation that the circumstances which caused the suspension no longer apply.

31.3 If corrective Services are required resulting from Installation, Cytiva shall perform such Services either (i) free of charge if caused by Cytiva or its Representatives, or (ii) at Buyer's cost.

31.4 As part of Installation, Cytiva may conduct basic functional testing of the Equipment, at its sole discretion.

31.5 Cytiva shall notify Buyer in writing of the completion of Installation.

32 Testing

32.1 Any pre-delivery inspections and tests will be carried out in accordance with Cytiva's standard procedures.

32.2 *FAT:* If included in the Contract, FAT will be carried out by Buyer in Cytiva's workshop (or such other location specified by Cytiva) on a mutually agreed date and shall be conducted in accordance with the FAT protocol. The FAT protocol is the

responsibility of Buyer and shall be provided to Cytiva for approval at least thirty (30) days before the agreed FAT date. Buyer may request to select from a list of Cytiva's standard tests to comprise the FAT and, if requested, Cytiva will prepare a standard form that may be used by Buyer to record the results from such FAT. If Buyer fails to provide the FAT protocol as required herein or to perform the FAT on the agreed date, the FAT shall be deemed completed. Additional testing required by Buyer is subject to agreement of additional charges and changes to delivery dates. Buyer shall bear its own costs in connection with the FAT.

32.3 The completion of pre-delivery inspections and tests according to Cytiva's standard procedures and any applicable FAT shall be considered authorization for delivery, unless Buyer notifies Cytiva in writing of any non-conformity within three (3) days from the completion of such FAT, in which case Cytiva will use commercially reasonable efforts to ensure the Equipment conforms to the Testing Criteria.

32.4 *SAT:* If included in the Contract, Cytiva shall perform a SAT, in accordance with Cytiva's standard SAT protocol, during or immediately following Installation. SAT will include repetition of certain sections of applicable FAT and/or Cytiva's standard pre-delivery testing to ensure the Equipment is functioning as it was prior to leaving Cytiva's manufacturing facility. Cytiva will inform Buyer in advance of the date of performance of the SAT and Buyer shall provide written evidence to Cytiva at least two (2) days prior to that date that (i) the environmental conditions are suitable for the SAT and (ii) the Equipment functionality will not vary when interfacing with Buyer's other equipment and software. Buyer's absence from testing shall not in any way limit Cytiva's right to perform the SAT and in such case, Cytiva shall notify Buyer of the results. Buyer shall be deemed to agree with the results of the SAT unless Buyer notifies Cytiva in writing within 48 (forty-eight) hours from the completion of the SAT (if Buyer was present) or notice of the results (if Buyer was absent), of any failure to meet any of the Testing Criteria specifying in reasonable detail the Testing Criteria claimed by Buyer not to have been met. If the Equipment does not meet the Testing Criteria, Cytiva shall make such adjustments to the Equipment as it considers necessary, after which Cytiva shall repeat all or certain parts of the SAT, at Cytiva's sole discretion, upon reasonable prior notice by Cytiva to Buyer. Upon the satisfactory completion of SAT demonstrating that one or more items of Equipment meets the Testing Criteria (with any permitted variations/tolerances) Cytiva may issue a test certificate confirming the same, which shall be conclusive evidence of such compliance.

33 Take-Over

33.1 Buyer accepts and assumes, in respect of each item of Equipment, sole responsibility for the care, safety, operation, service and maintenance of the Equipment ("**Take-Over**") on:

a) if Installation of the Equipment is not included in the Contract, delivery; and

b) for all other Equipment, the earlier of (i) completion of Installation (and, only if applicable, SAT) relating to the Equipment; or (ii) the date falling sixty (60) days after delivery.

33.2 Notwithstanding Section 33.1, if Buyer (i) makes use of the Equipment, or takes any action with respect to the use or operation of the Equipment, which is not expressly agreed by Cytiva in writing; or (ii) through its own acts or omissions and/or those of its contractor(s), employee(s) or agent(s), prevents Cytiva from conducting any (a) agreed Installation or (b) SAT; then Take-Over shall be deemed to have occurred immediately upon such use, action or prevention (as applicable) and Cytiva shall not be required to complete the Installation or the SAT. Buyer agrees to promptly sign relevant Take-Over documents (as applicable) upon Cytiva's request.

33.3 The appearance of any defect or fault which does not adversely affect the operation of the Equipment for its basic intended purpose shall not prevent or delay Take-Over. Cytiva shall remedy any such defects and/or faults within a reasonable period.

34 Acceptance

34.1 For Equipment in relation to which Installation is included in the Contract, Buyer agrees that the Equipment is accepted on the date of Take-Over in accordance with Section 33.

34.2 For Products not covered by Section 34.1, Buyer shall notify Cytiva in writing within ten(10) working days of receipt of the relevant Products of any short delivery, wrong delivery or defect that is reasonably discoverable on careful examination, after which the shipment shall be deemed accepted. Cytiva's sole obligation shall be, at its option, to deliver the missing Products or credit the amount invoiced in respect thereof (in the case of short delivery or wrong item delivery) and to replace or repair any defective Products.

35 Health & Safety

35.1 Buyer shall ensure that:

a) the Products (provided they comply with their Specifications) are suitable and safe for Buyer's intended use;

b) the Products are handled in a safe manner;

c) containers, packaging, labeling, equipment and vehicles, where provided by Buyer, comply with all relevant national and international safety regulations.

PART III – TERMS AND CONDITIONS FOR THE SALE OF PART III EQUIPMENT

Because orders for Part III Equipment are treated as 'projects' by Cytiva, if Buyer is purchasing Part III Equipment from Cytiva, the following provisions will apply only (save as expressly specified below) in relation to Cytiva's sale of such Part III Equipment in addition to the provisions of Parts I and II

36 Payment Milestones and Letters of Credit

36.1 If the Contract includes the sale and purchase of Part III Equipment then, unless expressly specified otherwise in the Contract, Cytiva will issue invoices for the Contract Price as follows:

a) 50 % upon issue of the Order Confirmation;

b) 40 % upon issue of Cytiva's notice to Buyer that the Part III Equipment or the main part thereof is ready for shipment; and

c) 10 % upon Take-Over.

36.2 If the Contract requires the Buyer to obtain a "Letter of Credit", such letter shall be issued by an international bank satisfactory to Cytiva at Buyer's expense, for the Contract Price, on an unconditional and irrevocable basis and effective not later than thirty (30) days from the date of the Order Confirmation.

36.3 If a Letter of Credit required by the Contract and complying with Section 36.2 is not received and accepted by Cytiva within thirty (30) days from the date of the Order Confirmation, Cytiva may suspend its performance under the Contract until a compliant Letter of Credit is received and all timetables agreed shall be subject to reasonable extension as a result of such suspension. If such Letter of Credit is not received and accepted within sixty (60) days from the date of the Order Confirmation then Cytiva may terminate the Contract with immediate effect, on written notice, without incurring any liability.

37 Change Orders

37.1 Either Party may request a change in the Specifications or scope of the Part III Equipment from time to time, which change shall become effective only by a written order approved and executed by both Parties ("**Change Order**"). The requesting Party shall provide a draft Change Order specifying the nature of and reason for the proposed change and Cytiva shall provide (in its draft Change Order or in response to Buyer's draft Change Order) any additional costs and other impacts associated with the proposed change (including changes to delivery and/or Installation dates as applicable). Change Orders shall be jointly reviewed and agreed upon and shall not be unreasonably rejected by either Party. Cytiva shall not be obliged to commence any work under a Change Order until the Change Order is executed by both Parties. Neither Party may reject a change which is required to ensure compliance with applicable law.

37.2 Change Orders shall be invoiced by Cytiva and paid by Buyer as follows: If the total financial impact of the Change Order is below or equal to the equivalent of US $200,000, it will be invoiced by Cytiva separately on execution of the Change Order by both Parties. If the total financial impact of the Change Order is above US $200,000 then Cytiva may submit invoices as follows:

a) 50% of the total agreed Change Order price on execution of the Change Order; and,

b) 50% of the total agreed Change Order price on issue of Cytiva's notice to Buyer that the Part III Equipment, or the main part thereof, is ready for shipment.

37.3 Any Buyer request to change the delivery or billing address after issue of the Order Confirmation is subject to a discretionary handling fee of 1% of the Price of the Part III Equipment, to a maximum of US $10,000 (or equivalent) as well as any additional taxes, duties and other associated costs.

38 Termination/Cancellation Charges

38.1 If the Contract is terminated or cancelled in whole or in part and (other than termination of the Contract by Buyer pursuant to Section 19.2) howsoever occurring such that one or more items of Part III Equipment will not be delivered (a "**Chargeable Event**") then, without prejudice to any other rights Cytiva may have under the Contract or applicable law, the following shall apply: (i) any sums already paid relating to the relevant Part III Equipment prior to the date of the Chargeable Event shall be non-refundable to the extent they correspond to costs actually incurred by Cytiva and (ii) Buyer shall (unless expressly agreed otherwise by Cytiva in writing and only to the extent not already covered by a previous milestone payment made to Cytiva) pay to Cytiva, as a debt and on demand, an amount equal to:

a) 30% of the Price attributable to the relevant Part III Equipment if the Chargeable Event occurs before release to purchase materials; or

b) 60% of the Price attributable to the relevant Part III Equipment if the Chargeable Event occurs after release to purchase materials, but before production start; or

c) 80% of the Price attributable to the relevant Part III Equipment if the Chargeable Event occurs after production start but before the Part III Equipment is ready for FAT (if applicable) or shipment; or

d) 100% of the Price attributable to the relevant Part III Equipment if the Chargeable Event occurs after the Part III Equipment is ready for FAT (if applicable) or shipment,

less (where applicable) such proportion of the Price paid by Buyer to Cytiva prior to the Chargeable Event as relates specifically to the relevant Part III Equipment.

38.2 All sums retained and/or due under Section 38.1 shall be considered liquidated damages calculated as a genuine pre-estimate of Cytiva's loss, provided that (i) the aggregate of all sums retained and payable under Section 38.1 shall not exceed the total Price attributable to the relevant Part III Equipment and (ii) such sums may be reduced by a court of competent jurisdiction if found to be disproportionate to the actual loss suffered by Cytiva.

PART IV – TERMS AND CONDITIONS FOR THE SALE OF CELL CULTURE PRODUCTS

If Buyer is purchasing Cell Culture Products from Cytiva, the following provisions will apply only in relation to Cytiva's sale of such Cell Culture Products in addition to the provisions of Parts I and II

39 Serum Products

39.1 Cytiva tests serum products for the presence of viruses and other contaminants in accordance with established standards and issues a certificate of analysis with each such Product. Provided such Products meet the relevant release criteria in the applicable Specifications, Cytiva will not be liable for the presence of viruses and/or other contaminants.

PART V – TERMS AND CONDITIONS FOR THE SALE OF REPAIR AND MAINTENANCE SERVICES

If Buyer is purchasing Repair and Maintenance Services from Cytiva, the following provisions will apply only in relation to Cytiva's sale of such Repair and Maintenance Services in addition to the provisions of Part I

40 Repair and Maintenance Service Packages

40.1 Cytiva offers various service packages (including 'Service Agreements' and 'Extended Warranties') for which it charges a fee (usually annually) for the provision of repair, maintenance and/or support services, in respect of Equipment identified as being covered by such package ("**Covered Equipment**"), intended to keep or support Buyer to keep the Covered Equipment operating in accordance with its Specifications during the period of its coverage ("**Service Packages**").

40.2 Subject to Section 41.1, additional Equipment may be added to an existing Service Package. If Buyer wishes to add Equipment to an existing Service Package, a quote can be requested from Cytiva. Such addition is documented in an addendum to the relevant Service Package documentation.

40.3 The Service Package documentation specifies the extent of the cover for each item of Covered Equipment ("**Entitlement**") as well as the dates when such Entitlement commences ("**Coverage Start Date**") and (subject to earlier termination in accordance with the Contract) ends ("**Coverage End Date**").

41 Eligible Equipment

41.1 Only Equipment which is in normal working condition at the Coverage Start Date is eligible to be covered by a Service Package. To establish Equipment condition, an on-site inspection by a Cytiva service engineer may be required at Buyer's expense, and all repairs necessary to return the Equipment to normal working condition must be performed before the Coverage Start Date. Any work or parts so necessitated will be subject to Cytiva's standard service charges applicable at that time. Cytiva shall not be under any obligation to provide any Repair and Maintenance Services in relation to any Equipment that has been moved from its originally identified location without Cytiva's prior written consent. Costs associated with relocation and re-installation of Equipment are not covered under Service Packages and shall be borne by Buyer. Cytiva service engineers are available to supervise the moving of Equipment at Cytiva's standard service charges.

42 Service Requests, Response and Scheduling

42.1 Buyer must place requests for Cytiva to provide Repair and Maintenance Services by contacting Cytiva through the means specified at www.cytivalifesciences.com/support/contact-us, placing a phone call or sending an email to Cytiva's Service Team, or logging a request through 'My Equipment' on cytiva.com, (in each case) providing: (i) the serial number of the Equipment (ii) details of the Equipment fault; and (iii) the exact location of the Equipment. Repair and Maintenance Services are available during Cytiva's normal business hours Monday to Friday, excluding public holidays, unless specifically otherwise agreed in writing.

42.2 Cytiva will use commercially reasonable efforts to commence the provision of the requested Repair and Maintenance Services within such time as may be expressly agreed with Buyer (including in the Entitlement) but will not be liable for any losses incurred by Buyer in respect of any failure or delay in this respect.

42.3 Cytiva will schedule all PM and/or Calibration Visits with Buyer and Buyer shall make the relevant Equipment reasonably available for such purposes. If the PM and/or Calibration Visit cannot be scheduled because Buyer fails to confirm a scheduled date or make the relevant Equipment available before the Coverage End Date, Cytiva will not be obliged to either perform said PM or Calibration Visit after the Coverage End Date or to provide any refund in respect thereof. All PM's and/or Calibration Visits shall be conducted according to standard Cytiva protocols and documentation unless otherwise agreed formally in writing.

43 Diagnosis and Repair

43.1 If included in the Entitlement, Cytiva will diagnose faults in Covered Equipment reported by Buyer and use commercially reasonable efforts to promptly repair the same. Where practical, such Services will be carried out at Buyer's premises.

43.2 Defective parts will be replaced as deemed necessary by Cytiva at Buyer's expense unless such parts are covered by the Entitlement for the Covered Equipment. Such replaced parts become the property of Cytiva.

43.3 Parts supplied by Cytiva in providing the Repair and Maintenance Services (and covered by the Entitlement for the Covered Equipment) are subject to warranty under the terms of Section 12.2, save that the Warranty Period shall be ninety (90) days from the date of replacement. This does not affect coverage of the relevant Covered Equipment (including the parts provided as described in the foregoing) under Section 12.3, or any applicable Service Package.

44 PM Parts

44.1 To the extent that a PM for the applicable Equipment requires a PM part(s), such part(s) is included at no extra cost to Buyer. For the avoidance of doubt, Cytiva shall at its sole discretion be entitled to charge for any PM part(s) required during unplanned repair and maintenance events beyond the PM part(s) supplied during PM visits.

44.2 If Buyer has Covered Equipment with an Entitlement that does not include a PM or PM part(s), Cytiva recommends that Buyer holds, at its relevant facilities, spare parts required for the performance of preventive maintenance.

45 Exclusions

45.1 Service Packages do not include cover for any of the following (and Cytiva shall be entitled to charge Buyer at its standard rates for parts and labor required relating to the same): (i) Equipment faults caused by Buyer's failure to maintain environmental and other conditions required by the Equipment documentation or use of consumables, supplies, and/or spare parts not manufactured or approved in writing by Cytiva and/or any maintenance or servicing carried out by anyone other than Cytiva's Representatives; (ii) update, upgrade or modification of Equipment except where deemed by Cytiva to be a safety requirement; (iii) Routine care and maintenance (including replacement of wear parts) required to be carried out by Buyer as detailed in instruction manuals supplied with the Equipment; (iv) Any maintenance or repair of equipment other than the Covered Equipment; (v) Replacement of spare parts once opened (unless they are defective); (vi) Replacement of accessories, refrigeration units, computer equipment connected to the Covered Equipment, consumable items or parts deemed necessary for the normal operation of the Covered Equipment; (vii) Disposal of any items replaced during provision of Repair and Maintenance Services; or (viii) any of the circumstances or matters described in Section 13.

46 Modification And Termination of Cover

46.1 A Service Package may be modified only by mutual written agreement of Cytiva and Buyer ("**Modification**"), such as to add cover for new Equipment purchased by Buyer from Cytiva or, subject to Buyer providing not less than thirty (30) days' notice, cancelling Coverage for one or more item of Equipment.

46.2 If Cytiva is unable to provide Repair and Maintenance Services in relation to Covered Equipment under a Service Package identified as a 'LimitedCare Service Agreement' or 'LimitedCare Plus Service Agreement' (or any other Service Package relating to discontinued Equipment) due to lack of spare part supply, Cytiva may terminate such cover with immediate effect.

46.3 In the event of a Modification which terminates cover for an item of Equipment under a Service Package, Buyer shall promptly pay Cytiva for the Services actually performed thereunder, including PM and corrective maintenance, in accordance with Cytiva's list prices for such Services and expenses actually and reasonably incurred in servicing such Equipment prior to the date of such termination plus (except in the case of termination by Cytiva) 65% of the charges relating to such Equipment under the relevant Service Package which would have been payable in respect of the period after such termination. Cytiva shall credit any payments made by Buyer in excess of this amount (eg through advance payments) to Buyer's account within thirty (30) days after the date of such termination for use in purchasing of Cytiva products or services.

46.4 Any 'FlexHours' included in a Service Package expire after twelve (12) months and no refund will be made for unused 'FlexHours'.

46.5 Coverage under Service Packages is not transferrable and will terminate automatically on Buyer's transfer or sale of Equipment which was, immediately prior to such transfer or sale, Covered Equipment.