

## TERMS OF RESEARCH USE ONLY PRODUCT DELIVERY

BioMediTech – Institute of Biosciences and Medical Technology (a joint Institute of the University of Tampere and the Tampere University of Technology), Finland, hereinafter "BIOMEDITECH", provides and sells certain Research Use Only products, hereinafter the "Products" on the following terms and conditions to which terms and conditions the Customer agrees to comply with by purchasing such Products:

1. The Products shall mean **purified recombinant proteins** delivered to the Customer by BIOMEDITECH.
2. The Products are delivered on an "AS IS" basis for **Research Use Only (RUO)** and are understood to be experimental in nature. BIOMEDITECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE DURABILITY, STORAGE, DISPOSAL, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OUTCOME OF USING THE PRODUCTS, OR THAT THE USE OF THE PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARKS, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
3. Orders of the Products are subject to availability of merchandise.
4. Prices do not include shipping and handling expenses (costs of transport, custom export and import taxes). Every precaution is taken to ensure safe arrival of the Products but BIOMEDITECH's responsibility ceases when shipment is turned to a carrier. Shipments have to be checked immediately upon receipt. In case of a returned defective merchandise it shall be exchanged for the same Products only and no compensation is entitled to be claimed by the Customer.
5. All prices are exclusive of value-added tax. This tax shall be specified separately according to the applicable law.
6. Payment shall be made in Euros by using the BIOMEDITECH bank account indicated in the confirmation receipt sent to by BIOMEDITECH. The order will be processed without delay as soon as the payment is registered in the BIOMEDITECH bank account. Payment can also be made by using credit card via the link in the order form. The Customer's credit cards shall be charged immediately after completion of the purchase process.
7. The Customer shall use the Products in accordance with good laboratory practice (GLP) and the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the use of the Products.
8. Any use of the Products shall be at the sole risk and liability of the Customer. The Customer assumes all liability for damages, which may arise from its possession, use, modification, storage, disposal or outcome of the Products. BIOMEDITECH shall have no liability for any loss, claim or demand to the Customer, or made against the Customer, or to any third party, whether in contract, tort or otherwise, in relation to or arising from the supply or the use of the Products by the Customer or by any other person or entity, or any consequences, outcome, or results of or arising from the Products and/or their use. The Customer agrees to indemnify, defend, and hold harmless BIOMEDITECH from and against any and all liabilities, damages, loss and/or expenses incurred by or imposed upon BIOMEDITECH as a results of any claims, suits, actions, demands, or judgments by any third party pursuant to the Customer's any use of the Products.

9. By placing an order and by paying the prices the Customer shall accept all terms under this document. No change or modification of any terms or conditions shall be valid or binding unless prior confirmed by BIOMEDITECH in writing.
10. The Products are sold and this agreement is governed and construed under the laws of Finland without reference to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded.