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STANDARD TERMS AND CONDITIONS OF SALE

1. **GENERAL:** All Aurora Medbiochem products are manufactured under non- cGMP conditions and are for laboratory research use only, not for any human, veterinary or diagnostic use. They should be used only by technically-qualified individuals or under their direct supervision.
2. **ORDERS:** Customers must submit written purchase orders. Custom Packaging or labelling will be subject to additional charges.
3. **SHIPMENT:** Aurora Medbiochem will pack the Products for shipment in a commercially reasonable manner and in accordance with the Product Datasheet.
4. **PRICE:** Purchaser shall pay the prices specified in the applicable Order. All prices are subject to change without notice. Purchaser shall be responsible for all delivery and handling charges, taxes and other amounts payable to governmental authorities in connection with applicable transactions. These charges will be added to Purchaser's invoice.
5. **TERMS OF PAYMENT:** Unless otherwise agreed in writing, payment Terms shall be net thirty (30) days from the date of invoice.
6. **SPECIFICATIONS:** Products will meet or exceed Aurora Medbiochem's internal Specifications unless otherwise agreed to with the buyer. Customer specific product specifications must be agreed to in advance and included with the written purchase order.
7. **INSPECTION AND RETURNS:**
 - a. Purchaser may request to return Products that are damaged or defective upon delivery, but Purchaser must contact Aurora Medbiochem within 10 business days from the day Purchaser received the Products to request a return authorization ("Return Authorization"). Aurora Medbiochem will not accept returns, and no credit will be issued, without a Return Authorization. Products must be returned within thirty (30) calendar days of receiving a Return Authorization and must be in their original containers with the original labels. Upon receipt of Products that have a Return Authorization, a credit for the original purchase price less the Returned Products Charge, if applicable, will be issued.

- b. If an error by Purchaser results in the shipment of incorrect Products and is reported to Aurora Medbiochem within ten (10) business days from the day Purchaser received the products, Purchaser may request a Return Authorization. Where Aurora Medbiochem determines that the Product cannot be shipped back safely, Aurora Medbiochem may, at its option, refuse to issue a Return Authorization or to issue any credit. Products must be returned within thirty (30) calendar days of receiving a Return Authorization and must be in their original containers with the original labels and unaltered in form and content. Upon Aurora Medbiochem's receipt of such Products, Purchaser will receive a credit for the original purchase price, less 20% restocking fee.
 - c. Notwithstanding the foregoing, (i) Custom Orders are ineligible for cancellation or return; (ii) claims for loss or damage of Products which Aurora Medbiochem determines occurred in transit must be made to the carrier and not to Aurora Medbiochem.
8. **CANCELLATION:** Cancellations and/or change orders must be provided in writing and are subject to approval by Aurora Medbiochem. A charge may be levied depending on the progress of the order to cover all costs and expenses incurred. For custom orders, buyers are responsible for any material purchase or other commitments made.
9. **LIMITED WARRANTY:** Aurora Medbiochem warrants that the product sold hereunder shall be free from defects in materials and workmanship and shall conform to Aurora Medbiochem's specifications for a period of six months from the date of shipment of the products provided these products are properly stored as mentioned in the product datasheets.
10. **CONTINGENCIES; DELAY; FORCE MAJEURE:** Aurora Medbiochem will use commercially reasonable efforts to fill all orders in accordance with the agreed upon schedule and quantity. Aurora Medbiochem reserves the right to make products available in installments and the contract of sale shall be severable as to each such installment. Any delay in delivery or other default with respect to any installment of any one or more products shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Aurora Medbiochem shall not be responsible for any failure to perform due to acts of God, pandemic, epidemic, war, riot, acts of terrorism, embargos, acts of civil or military authorities, fire, flood, earthquake, accident, strike, shortages of transportation facilities, fuel, labor or materials, or for any other cause beyond Aurora Medbiochem's reasonable control. In the event of any delay caused by any such contingency, the date of shipment shall, at Aurora Medbiochem's discretion, be deferred on a day-by-day basis until such event has terminated.
11. **TYPOGRAPHICAL, CLERICAL OR OTHER ERRORS:** Any typographical, clerical, or other errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Aurora Medbiochem shall be subject to correction without any liability on the part of Aurora Medbiochem.
12. **CONTROLLING LAW; VENUE AND JURISDICTION:** These Terms shall be governed by and construed under the laws of the State of California.

13. ATTORNEY'S FEES: The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights or remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorney's fees.

14. MISCELLANEOUS:

a) Any change, waiver or deviation made by Aurora Medbiochem during doing business with Buyer shall not exclude or diminish, in any way the effectiveness of any portion of these Terms, nor shall it determine or limit the effectiveness of any other agreement between the parties for any other transaction at any time.

b) If any term or provision set forth in these Terms is determined to be illegal, unenforceable, or invalid, in whole or in part, for any reason, such provision shall be stricken, without affecting the legality, enforceability or validity of the remaining Terms.

c) These Terms and the documents and agreements referred to herein, set forth the entire agreement between the parties about the subject matter hereof and supersede all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth herein, or in the documents and agreements referred to herein.