

Conditions of Sale

ALL GOODS AND SERVICES ORDERS RECEIVED, AND ALL SALES OF GOODS AND SERVICES MADE, BY SIGNATURE SCIENCE, LLC (HEREINAFTER REFERRED TO AS "SIGNATURE SCIENCE") ARE EXPRESSLY CONDITIONED UPON THE FOLLOWING TERMS AND CONDITIONS ("CONDITIONS OF SALE"). ANY ADDITIONAL OR CONFLICTING TERMS, WHETHER OR NOT MATERIALLY DIFFERENT, SET FORTH IN ANY PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER ARE HEREBY OBJECTED TO AND REJECTED IN THEIR ENTIRETY, AND SHALL NOT BE BINDING UPON SIGNATURE SCIENCE UNLESS EXPLICITLY ACCEPTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SIGNATURE SCIENCE.

I. SCOPE

Signature Science agrees to provide the goods and services (collectively, the "Products") described in the quotation to which these Conditions of Sale are attached. Unless the parties agree to the contrary in writing, Signature Science's duties shall not be construed to exceed those specifically described.

II. PURCHASE PRICE

Unless otherwise stated in writing by Signature Science, prices, terms of payment, and pricing policies applicable to all Products sold to Buyer will be those set forth in Signature Science's written quotation or, if Signature Science has not provided a quotation, in Signature Science's published price schedule in effect at the time of shipment. Signature Science's price schedule is subject to change without notice.

III. DELIVERY, TITLE, AND RISK OF LOSS

A. Signature Science shall ship all Products to Buyer **EX WORKS** per **ICC INCOTERMS 2020**, unless otherwise stated in writing by Signature Science. Partial shipments shall be permitted.

B. Shipment dates quoted are approximate and are dependent upon (i) prompt receipt by Signature Science of all information necessary from Buyer to permit Signature Science to complete the order; (ii) Buyer's compliance with payment terms; and (iii) such evidence as Signature Science may reasonably require that any required export or import licenses or authorizations have been issued.

C. If any part of the Products cannot be shipped when ready due to any cause referred to in the "Excusable Delays" article hereunder, Signature Science may place such Products in storage. In such event, (i) Signature Science's shipment obligations shall be deemed fulfilled, and title and all risk of loss or damage shall transfer to Buyer; (ii) any accounts otherwise payable to Signature Science shall be payable upon presentation of Signature Science's invoice and certification as to such cause; and (iii) all expenses incurred by Signature Science for preparation for and placement in storage, handling, storage inspection, preservation, and insurance shall be payable by Buyer upon submission of Signature Science's invoice.

D. All Products shipped will be packaged according to Signature Science's standard specifications. Special packaging at the request of Buyer will be subject to additional charges.

IV. INTELLECTUAL PROPERTY

A. Signature Science reserves all intellectual property rights with regard to Signature Science intellectual property and Products unless otherwise agreed to in a signed writing by both Signature Science and Buyer and in respect of which Signature Science has or can enforce any intellectual property rights.

B. Any course materials, including but not limited to training slides, handouts, textbooks, or other written documentation used in delivery of any training course ordered hereunder, and any in-person, virtual, or recorded training presentations (collectively, the "Training Materials") provided to Buyer are copyrighted and may contain the proprietary information of Signature Science. Training Materials are to be used solely for purposes of participating in the training course ordered hereunder. Buyer may not reproduce, republish, display, perform, distribute, modify, transmit, reuse, re-post, or use the content of the Training Materials to or for any third party or for public or commercial purposes without

the express written permission of Signature Science. The trademarks, logos, and service marks (collectively, the "Trademarks") displayed on the Training Materials are registered and unregistered Trademarks of Signature Science and other third parties that have authorized the use of such Trademarks. Nothing contained in the Training Materials should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks displayed without the written permission of Signature Science. Buyer's use of the Trademarks displayed on the Training Materials, except as provided in this article, is strictly prohibited.

V. ANALYTICAL SAMPLE HANDLING

A. Prior to Signature Science's acceptance of any sample for analysis (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Buyer. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will Signature Science have any responsibility for the action or inaction of any carrier shipping or delivered any sample to or from Signature Science premises.

B. Buyer represents and warrants that any sample delivered to Signature Science will be preceded or accompanied by complete written disclosure of the presence of any hazardous materials known or suspected by Buyer. Buyer further warrants that any sample containing hazardous materials that is to be delivered to Signature Science will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

C. Disposal of samples containing hazardous materials is the responsibility of Buyer. If Buyer does not wish such samples returned, Signature Science may add storage and disposal fees to the final invoice. Maximum storage time for samples containing hazardous materials is thirty (30) calendar days after completion of services, unless modified by applicable state or federal laws. Buyer shall give Signature Science written instructions concerning disposal of these samples.

D. Signature Science reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of Signature Science (i) is of unsuitable volume; (ii) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental, or other reason, whether or not due to the presence in the sample of any hazardous materials, and whether or not such presence has been disclosed to Signature Science by Buyer; or (iii) if the condition of the sample makes the sample unsuitable for analysis.

VI. EXPORT

A. All goods, technology, or software delivered by Signature Science may be exported from the United States of America ("U.S.") only in accordance with U.S. laws and regulations. **Diversion, use, export, or re-export of Products contrary to U.S. law is prohibited.** In addition, Products may not be exported or re-exported to entities and persons that are ineligible under U.S. law to receive U.S. goods, technology, or software.

B. As a service to Buyer, Signature Science may, upon Buyer's request and Signature Science's written agreement, arrange for export shipment on behalf of Buyer. Buyer shall pay Signature Science all fees and expenses for such shipment, including but not limited to, reasonable actual costs related to preparation of export documents, compliance with any applicable tax filings and requirements relating to exports, export tracing, freight, storage and warehouse-to-warehouse transfers, and insurance, immediately upon demand by Signature Science. Signature Science will, with Buyer's cooperation, apply for any required U.S. export license. Buyer shall be solely responsible for import duties, tax filings and requirements related to imports, customs clearance in the country of import, and all other expenses related to the import of the Products unless otherwise agreed to in writing by Signature Science. In performing such services, Signature Science will comply with any reasonable written instructions of Buyer, or, in the absence thereof, shall act according to Signature Science's commercial judgment.

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VII. GOVERNMENT AUTHORIZATIONS

Buyer shall be responsible for the timely obtaining of any required government authorization to allow for shipment of the Products into Buyer's jurisdiction. Buyer and Signature Science shall provide reasonable assistance to each other in obtaining such authorizations as may be required.

VIII. EXCUSABLE DELAYS

A. Signature Science shall not be liable for delays in delivery due to (i) causes beyond its reasonable control; (ii) natural disasters, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riots, delays in transportation, or shortages in availability of transportation or shipping services; or (iii) Signature Science's inability, due to a cause beyond Signature Science's reasonable control, to obtain the necessary governmental licenses or approvals, labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by the reason of the delay.

B. If a delay resulting from any of the foregoing causes extends for more than sixty (60) calendar days, and the parties have not agreed otherwise, either party may terminate the order.

IX. PAYMENT

A. Payment is due in full for all charges (i) at the time of shipment of goods; (ii) at the time of presentation of an invoice for services; or (iii) at the time of registration for training courses. Signature Science accepts payment via credit card for all charges. Signature Science shall charge all amounts due against the credit card provided by Buyer. Signature Science may, at its sole discretion, obtain pre-approval of any amount up to and including the full price of a sale.

B. At Signature Science's sole discretion, and subject to the receipt and approval of an acceptable application for credit terms, Buyer may be granted credit terms by Signature Science. Terms of sale with approved credit terms are NET 30 DAYS from the date of an invoice, unless otherwise stated.

C. Buyer shall pay Signature Science in U.S. Dollars upon presentation of each invoice. If Buyer is not registered to do business in the U.S., unless otherwise agreed in writing by Signature Science, payment shall be made through (i) advance payment by credit card or (ii) a letter of credit to be established on terms reasonably acceptable to Signature Science no later than fifteen (15) calendar days after acceptance by Signature Science of Buyer's order, with such letter of credit to (a) be in favor of, and be reasonably acceptable in all material aspects to, Signature Science, (b) be irrevocable, and (c) be issued by a bank chartered to do business in the U.S. All fees charged for any banking transaction required to accommodate Buyer's order or terms of payment shall be paid by Buyer.

D. If Signature Science cannot make delivery as scheduled due to any cause referred to in the "Excusable Delays" article of these Conditions of Sale, any amounts otherwise payable to Signature Science upon delivery shall be payable to Signature Science upon readiness for delivery against submission of Signature Science's invoice and its certifications as to such cause. Pro-rata payments shall become due as partial shipments are made.

E. If, in the sole judgment of Signature Science, the financial condition of Buyer does not justify continuance of production or delivery on the terms of payment originally specified in the order, Signature Science, at its sole option, may require full or partial payment in advance.

F. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under bankruptcy or insolvency laws, Signature Science shall be entitled to cancel any unfulfilled order or part thereof then pending.

X. TAXES

A. Unless otherwise stated by Signature Science in writing, Signature Science's price does not include any applicable taxes, nor does it include any import duties of any kind. Consequentially, in addition to the prices

specified, the amounts of any sales, use, or value-added taxes, duties, or fees applicable to the sale, transport, or import of the Products sold hereunder shall be paid by Buyer, or in lieu thereof, Buyer shall provide a tax exemption certificate acceptable to the applicable taxing authority.

B. Any taxes, including without limitation, transfer, income, stamp, and turnover taxes, duties, fees, charges, or assessment of any kind levied, asserted, due, or required to be withheld by any non-U.S. governmental authority in connection with this order, whether levied or asserted or against Buyer, against Signature Science or its employees, agents, subcontractors, and assigns, or otherwise, shall be for Buyer's account and shall be paid directly by Buyer to the governmental authority concerned. If Signature Science is required by law or otherwise to pay any such levy or pay any taxes, fines, penalties, or assessments hereunder, including but not limited to those arising as a result of Buyer's failure to comply with any applicable law or regulation, the amount of any payments made by Signature Science to the governmental authority is expressly agreed to be a legal obligation of Buyer, and shall be paid by Buyer to Signature Science immediately upon demand.

XI. WARRANTY

A. Signature Science warrants that each Product to be delivered hereunder that was manufactured by Signature Science will conform to Signature Science's specifications and be free from material defects in workmanship, and that services shall be performed in a competent and diligent manner in accordance with reasonable and customary practices prevailing at the time and place where performed.

B. Recognizing that the nature of many samples is unknown, and that some may contain potentially hazardous materials, Signature Science warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles or practices at the time of performance of services.

C. If, during the ninety (90) calendar day period immediately following completion of performance, it is determined that there is a substantial and material error in Signature Science's performance as a result of reasonable and customary practices not having been met, Signature Science shall take such corrective action as may reasonably be necessary to substantially remedy the error.

D. The conditions of any inspection or test shall be mutually agreed upon, and Signature Science shall be notified of and may be represented at, all inspections or tests that may be made of Products. If any failure to conform to the foregoing warranties appears within one (1) year from date of shipment, Buyer shall promptly notify Signature Science thereof and make the affected Products available to Signature Science. Signature Science shall then, at its sole option, either correct the defect by making a repair or replacement of the Product or issue an appropriate credit, such credit not to exceed the purchase price of the Product. The foregoing shall constitute Buyer's exclusive remedies for claims based on defects in or failure of Products whether the claim is in contract or tort (including negligence) and however instituted.

E. Where Products have limited life or may deteriorate through age or other factors such as improper storage, or where industry-accepted visual imperfections exist, such limited life, deterioration, or imperfection is explicitly agreed to not be a defect in material or workmanship or a failure to conform to specification as contemplated herein.

F. No defective Products will be returned until authorized in advance by issuance of a Return Materials Authorization number by Signature Science. Returned Products must be packaged appropriately and be intact in form when shipped to be accepted by Signature Science for replacement or credit.

G. The foregoing warranties are exclusive and in lieu of all other warranties, excluding the warranty of title, whether written, oral, implied, or statutory. BUYER EXPRESSLY AGREES THAT NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

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XII. LIMITATION OF LIABILITY

A. The liability of Signature Science on any claim of any kind, whether based upon breach of contract, warranty, accident, tort (including negligence), failure of a remedy to accomplish its purpose reliance on result, or otherwise, for any loss or damage arising out of or resulting from the transaction governed by these Conditions of Sale, or from any Product furnished hereunder, shall in no event exceed the total purchase price of the Products that gave rise to the claim, and may, in the case of laboratory services, include that Signature Science re-perform the deficient work at its own expense. Buyer further agrees to indemnify and hold harmless Signature Science from any and all such claims arising from Buyer's customers and any other third-party.

B. All results of laboratory services provided by Signature Science are strictly for the use of Buyer and shall not be relied upon as definitive in nature. Signature Science is not responsible for the use of or reliance upon such results by any other third party. All results shall be considered only in their entirety, and Signature Science is not responsible for the separation, detachment, or other use of any portion of the results for purposes other than those indicated on the quotation to which these Conditions of Sale are attached.

C. If Signature Science furnished Buyer with advice or other assistance concerning any Product supplied hereunder or any equipment in which any such Product may be installed, which advice is not explicitly required pursuant to the order or other written agreement between the parties, the furnishing of such advice or assistance shall not subject Signature Science to any liability, whether in contract, warranty, tort (including negligence), or otherwise.

D. In no event, whether as a result of breach of contract, warranty, accident, tort (including negligence), failure of a remedy to accomplish its purpose, reliance on result, or otherwise, shall Signature Science be liable for any incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use, damage to associated equipment, or cost of substitute equipment or products. Buyer further agrees to indemnify and hold harmless Signature Science from any and all such claims arising from Buyer's customers and any other third-party.

E. All claims shall be deemed waived unless made in writing and received by Signature Science within ninety (90) calendar days of completion of services.

F. The invalidity in whole or part of any portion of this article shall not affect the remainder of the article.

XIII. WAIVER

No waiver of any provision, term, or condition, nor of any obligation herein, shall constitute a waiver of any subsequent breach. No waiver shall be inferred by a party's conduct.

XIV. CANCELLATION

A. All requests by Buyer to cancel an order must be made in writing. Buyer may not cancel its order once a Product has shipped or samples are received by Signature Science. All sales are final.

B. Buyer will be responsible for paying all costs associated with the preparation and production of unique goods prior to cancellation.

C. Solely with respect to orders for a training course or training event ("Training"), any request to reschedule Training may be treated by Signature Science as a request to cancel for the purposes of this article at Signature Science's sole discretion. To obtain a full refund, a request to cancel Training must be received by Signature Science a minimum of twenty-two (22) calendar days prior to the first day of Training. If a request to cancel Training is received between twenty-one (21) and fifteen (15) calendar days prior to the first day of Training, a cancellation charge of 50% of the total cost of Training ordered will be deducted from the refund. If a request to cancel Training is received fourteen (14) calendar days or less prior to the first day of Training, no refund will be provided, and any additional expenses incurred by Signature Science in complying with the request to cancel will be immediately due and payable by Buyer. Signature Science reserves the right to cancel Training

up to a minimum of ten (10) business days prior to the first day of Training. If Training is cancelled by Signature Science, Buyer will be given the option to reschedule or to receive a full refund limited exclusively to the total cost of the Training ordered.

XV. GENERAL

A. These Conditions of Sale, any order relating hereto, and all agreements and dealings between Buyer and Signature Science shall in all respects be governed by the laws of the State of Texas. Buyer expressly acknowledges that the law of Texas bears the most substantial relationship to the matter contained herein, and acknowledges the fairness of applying Texas law to the parties' dealings. The *UN Convention for the International Sale of Goods* shall not apply. Buyer hereby submits to the non-exclusive jurisdiction of the courts of Travis County in the State of Texas, and acknowledges and stipulates that such venue is reasonable and is not burdensome on Buyer in light of the circumstances of the transactions covered hereby.

B. Buyer shall not assign its order or any interest therein, or any rights hereunder, without written consent of Signature Science, and any purported assignment lacking such prior written consent shall be void.

C. If, due to special features or specifications agreed between the parties, tooling and engineering charges are billed to Buyer separately on Signature Science's invoice, such billing or payment thereof does not grant or imply ownership of tools by Buyer. Tools shall remain the sole property of Signature Science.

D. All goods and services sold under these Conditions of Sale are solely for the benefit of the parties and their successors and permitted assigns, and these Conditions of Sale do not confer any rights or remedies on any other person or entity.

E. Any representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on Signature Science. No change, modification, act of rescission, or waiver of these Conditions of Sale shall be binding upon Signature Science unless made in writing and signed on its behalf by an authorized representative of Signature Science.

F. The invalidity or unenforceability, in whole or in part, of any provision, term, or condition herein shall not invalidate the remainder of these Conditions of Sale.

G. **These Conditions of Sale form a binding legal contract between Signature Science and Buyer. This contract has been agreed only in the English language, which version shall be controlling regardless of whether any translation of this contract has been prepared or exchanged. Buyer acknowledges and specifically represents to Signature Science that it has carefully reviewed these Conditions of Sale with the involvement and assistance of Buyer's officers, employees, advisors, and legal counsel fluent in the English language; that Buyer has consulted with legal counsel competent to render advice with respect to transactions governed by the law applicable to this contract; that Buyer has no questions regarding the meaning of any of this contract's terms or conditions; and that Buyer has obtained high-quality translations of these Conditions of Sale for use by any of its officers, employees, advisors who are not fluent in the English language, with the understanding that Buyer alone shall bear the risk of any misunderstandings that may arise as a result of such translation. All correspondence and communications hereunder shall be in the English language.**

XVI. ENTIRE AGREEMENT

These Conditions of Sale, inclusive of any supplements hereto, constitute the entire agreement between the parties with respect to the matter contained herein, and supersede all prior oral or written representations, communications, and agreements between Signature Science and Buyer. No modification or waiver of any provision of these Conditions of Sale shall be binding on either party unless they are made in writing and executed by duly-authorized representatives of Buyer and Signature Science.