



BIOXP™ REAGENT SUPPLEMENTAL TERMS AND CONDITIONS OF SALE

THIS BIOXP™ REAGENT SUPPLEMENTAL TERMS AND CONDITIONS OF SALE (“BIOXP™ REAGENT SUPPLEMENTAL TERMS”) IS APPLICABLE TO CUSTOMER'S PURCHASE OF REAGENTS THROUGH THE PORTAL AND IS INTENDED TO BE PART OF AND INCORPORATED INTO THE CODEX DNA GENERAL TERMS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE CODEX DNA GENERAL TERMS OF SERVICE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS BIOXP™ REAGENT SUPPLEMENTAL TERMS, ARE INCORPORATED HEREIN AND WILL APPLY TO YOUR USE OF THE REAGENTS (AS SPECIFIED BELOW). CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE:

1. **Reagent Sales.** Customer can purchase through the Portal certain reagent Products that Codex DNA offers for sale, including Codex DNA BioXp™ reagents (altogether "**Reagents**").
2. **Reagent Use and Restrictions.** Except as otherwise agreed in writing by our authorized representative (for additional information, please contact the Codex DNA licensing department at help@codexdna.com), all Reagents are for RESEARCH USE ONLY AND NOT FOR HUMAN, ANIMAL, THERAPEUTIC OR DIAGNOSTIC USE. Customer agrees to not conduct any of the following activities with respect to any such Reagents:
 - Distribute any product derived from the use of the Reagents (either alone or as incorporated into a finished product) to third parties as a contract service or for commercial use;
 - Manufacture or reproduce any Reagents;
 - Sell or transfer for consideration any Reagents to any third party either as a stand-alone product or as a component of or otherwise bundled with another product (e.g., as a kit);
 - Use any Reagents or product manufactured through the use of Reagents as an ingredient of a therapeutic or in humans for any purpose; and/or
 - Reverse engineer or attempt to reverse engineer or encourage any third party to reverse engineer or attempt to reverse engineer any Reagents.
3. **Liability.** Customer agrees to be fully responsible and liable for all liabilities, damages, costs, expenses and claims arising from or based upon Customer's prohibited use of any Reagents.
4. **Retention of Rights.** Except as expressly set forth in Section 2 hereof, nothing in this Reagent Supply Addendum shall be construed as conferring, explicitly or by implication, estoppel or otherwise, any license, right or immunity under any patents or patent applications that Codex DNA now owns or holds a license to, or acquires or obtains a license to in the future.
5. **Limited Warranties for Reagents.** Notwithstanding Section 8.1 of the Codex DNA General Terms and Conditions of Sale, Reagents provided pursuant to an accepted order are warranted to be consistent with the Reagent requested by Customer pursuant to such order, up to the date of expiration of such Reagent (which can be found at the Codex DNA website at codexdna.com) following the applicable date of shipment. If, through no fault or delay of Customer, the Reagent does not conform to the foregoing warranty, Customer's sole and exclusive remedy shall be, at sole discretion of Codex DNA, the replacement of such nonconforming Reagent or refund of the purchase price of the Reagent, provided that such notice of the material non-conformity is received by Codex DNA within the warranty period specified above and the Codex DNA inspection reveals the Reagent to be nonconforming within the terms of this warranty. The warranty provided herein is valid only when used by properly trained individuals and does not extend to anyone other than Customer. ANY WARRANTY GRANTED HEREUNDER EXTENDS ONLY TO CUSTOMER, THE ORIGINAL PURCHASER, AND CUSTOMER CANNOT TRANSFER SUCH WARRANTY.

~~THE ABOVE WARRANTY DOES NOT APPLY TO INSTANCES WHEN YOU ARE PROVIDED A SAMPLE SUPPLY OF REGENTS ON A FREE OF CHARGE BASIS (“SAMPLE”). IN SUCH INSTANCES, THE~~

PROVISIONS OF SECTION 6 BELOW SHALL INSTEAD APPLY.

6. **Use of Reagents on a Sample Basis.** Codex DNA is only making the Sample available to you on the condition that you agree that by ordering, accepting and/or subsequently using the Sample, you are hereby bound by the provisions of these BioXp™ Supplemental Terms and the Codex DNA General Terms and Conditions of Sale which are not in direct conflict with the terms and conditions set forth in this these BioXp™ Supplemental Terms. Further you agree that:
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, CODEX DNA AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SAMPLE. THE SAMPLE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SAMPLE, OR ANY SYSTEMS CUSTOMER DESIGNS USING THE SAMPLE (IF ANY). NOTHING HEREIN MAY BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY CODEX DNA OR ITS AUTHORIZED DISTRIBUTORS THAT THE SAMPLE OR ANY SYSTEM DEVELOPED WITH OR INCORPORATING THE SAMPLE WILL BE FREE FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.
 - IN NO EVENT WILL CODEX DNA OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.
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