



GIBSON ASSEMBLY® REAGENT SUPPLEMENTAL TERMS AND CONDITIONS

THIS GIBSON ASSEMBLY® REAGENT SUPPLY ADDENDUM (“GIBSON ASSEMBLY® REAGENT SUPPLY ADDENDUM”) IS APPLICABLE TO CUSTOMER'S PURCHASE OF GIBSON ASSEMBLY® 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 ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS GIBSON ASSEMBLY® REAGENT SUPPLY ADDENDUM, ARE INCORPORATED HEREIN AND WILL APPLY TO YOUR USE OF THE GIBSON ASSEMBLY® REAGENTS (AS SPECIFIED BELOW). CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS OF SALE.

1. **Gibson Assembly® Reagent Sales.** Customer can purchase through the Portal certain Codex DNA Gibson Assembly® Products that Codex DNA offers for sale (“**Gibson Assembly® Reagents**”).
 - **Gibson Assembly® 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), the quantities of Gibson Assembly® Reagents purchased DIRECTLY from Codex DNA or DIRECTLY from a Codex DNA Authorized Distributor (See list of Authorized Distributors located at <https://codexdna.com/pages/distributors>) are authorized for the purchaser’s use in research (including contract research), development, manufacturing, and commercial applications but excluding use of the Gibson Assembly® Reagents for IN VIVO HUMAN, IN VIVO ANIMAL, THERAPEUTIC OR CLINICAL DIAGNOSTIC applications. Customer agrees to not resell the Gibson Assembly® Reagents, either in whole, in part, or combined with other products, not to replicate the Gibson Assembly® Reagents with the intent to re-use, and not to reverse engineer or attempt to reverse engineer or encourage any third party to reverse engineer or attempt to reverse engineer any Gibson Assembly® Reagents.
2. **Liability.** Customer agrees to be fully responsible and liable for all liabilities, damages, costs, expenses and claims arising from or based upon Customer’s use of any Gibson Assembly® Reagents except to the extent such liabilities, damages, costs, expenses and claims are caused by the negligence and/or willful misconduct of Codex DNA.
3. **Retention of Rights.** Except as expressly set forth in Section 2 hereof, nothing in this Gibson Assembly® 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.
4. **Limited Warranties for Reagents.** Notwithstanding Section 8.1 of the Codex DNA General Terms of Service, Gibson Assembly® Reagents provided pursuant to an accepted order are warranted to be consistent with the Gibson Assembly® Reagent requested by Customer pursuant to such order, up to the date of expiration of such Gibson Assembly® 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 Gibson Assembly® 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 Gibson Assembly® Reagent or refund of the purchase price of the Gibson Assembly® 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 Gibson Assembly® 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 5 BELOW SHALL INSTEAD APPLY.

5. **Use of Gibson Assembly® 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 this Gibson Assembly® Reagent Supply Addendum and the Codex DNA General Terms of Sale which are not in direct conflict with the terms and conditions set forth in this Reagent Supply Addendum. 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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