

## General Terms and Conditions

The following terms and conditions shall govern use of the Life Science webstore provided by Roche (the "Webstore"), and all customers and users (including any company, firm or person from whom orders are received) of the Webstore (the "Customer") agree to be bound by these terms and conditions and where included the local terms and conditions that are incorporated and shall govern the contract between [Roche ] ("Roche")"Roche" and the Customer for the sale and purchase of any goods supplied by Roche to the Customer (including any part or parts of them) (the "Goods")):

- Where local terms and conditions are included in this Webstore from the country in which you are resident ("Local Terms"), the Local Terms and conditions shall also apply. In the event of any conflict or inconsistency between the terms and conditions hereof and the Local Terms, the Local Terms shall prevail.
- Roche reserves the right to change, revise or improve upon the Webstore at any time; however, Roche makes no commitment to provide any such changes, updates, improvements. Roche reserves the right to discontinue providing the Webstore at any time and to delete all user data without notice. Roche may sell products requested by the Customer using the Webstore for specific research uses and applications. Customer assumes full responsibility for such specific research uses and applications, including without limitation for such product's fitness for a particular Customer purpose or application, its compatibility with the workflow used by Customer, and its ability to actually function as projected or planned by Customer. Roche does not guarantee or warrant any results the Customer may achieve.
- Customer hereby indemnifies and shall hold harmless Roche and all affiliates of the Roche group from any and all losses, costs, damages and claims, including but not limited to attorney fees and costs, arising from or related to or arising out of: (i) the abnormal or improper use, misuse or neglect of the Goods or any breach of these terms and conditions or default on the part of the Customer; or (ii) any use or sale of any goods manufactured by the Customer and incorporating any Goods supplied by Roche to the Customer.
- No order placed by the Customer shall be deemed to be accepted by Roche until a written acknowledgement of order, which may include email or facsimile, is issued by Roche or, if earlier, Roche delivers the Goods to Customer. Any order shall be accepted entirely at the discretion of the Roche.
- Unless otherwise agreed by Roche in writing, the price for the Goods shall be the price set in Roche's price list as at the date of the order for the Goods. Orders below the minimum order amount shall be subject to a handling charge. Roche reserves the right to make additional charges for, including but not limited, deliveries requiring dry ice, all special and urgent deliveries, and deliveries outside the country.
- Roche's prices are subject to alteration without notice and are stated exclusive of Value Added Tax and all other taxes or levies and all costs and charges in relation to

packaging, labeling, carriage and freight all of which the Customer shall bear unless otherwise agreed in writing.

- Unless orders are accepted on a pre-payment basis, when payment for the goods shall be due in advance of delivery, accounts are due for payment in full within thirty (30) days of the date of invoice and no accounts shall be deemed to be paid until Roche has received cleared funds. Roche reserves the right to withdraw these credit terms at any time without notice. Time for payment shall be of the essence.
- Invoices shall be in the currency of the applicable price list and be payable in such currency in cleared funds.
- Customer shall notify Roche of any invoice discrepancy within 14 days of receipt of the invoice after which time the invoice shall be deemed accepted by the Customer.
- Roche reserves the right to withhold delivery of subsequent orders when Customer's account is overdue or Roche has doubts concerning the creditworthiness of the Customer. In such cases Roche shall have the right to release any Customer reserved or ordered Goods.
- Roche reserves the right to charge interest pursuant to applicable law.
- Roche reserves the right at any time at its discretion to demand security for payment before continuing with, or delivering any order.
- Roche will use reasonable commercial efforts to meet any time or date for delivery agreed. Notwithstanding this, any time or date for delivery given by Roche is an estimate only and Roche will not be held liable or responsible for any delay or non-delivery nor for any loss, expense or damage whatsoever resulting from any such delay or non-delivery and Customer shall not be entitled to treat a contract as repudiated by reason of late delivery.
- Roche reserves the right to refuse to deliver any order if the Customer goes or threatens to go into liquidation, makes any composition or arrangement with its creditors or has appointed an administrator or an administrative receiver, provided always that title in the Goods has not already passed to the Customer.
- When signing for Goods from the carrier, the Customer agrees to check that the number of packages received agrees with the number on the delivery note and immediately to record any numerical discrepancy or obvious external damage on the carrier's delivery note. Roche will consider claims for damages, shortages or incorrect delivery only if notified within 14 days of receipt of the Goods and claims for non-delivery only if notified within 14 days of the date of invoice. If any claim is so notified, Roche's sole responsibility will be limited to replacing or redelivering the goods in question or collecting excess deliveries at its expense and the Customer will not be entitled to any other compensation whatsoever. Roche will accept no liability for any claims howsoever caused not notified within these periods nor will Roche have any liability in respect of damage or shortages caused by the acts or omissions of the Customer.
- Roche reserves the right to deliver in more than one installment and to invoice each installment separately.
- If delivery is by installments a notifiable claim in one installment will not entitle the Customer to reject all installments.

- Any order received on a Friday which requires dry ice or other form of temperature control will be dispatched the following Monday (or in the case of a holiday on Tuesday). In the event the Customer requires a weekend delivery, the Customer shall be solely responsible for receipt and shall be liable for any degradation of the Goods in the event that the Goods cannot be delivered.
- Roche will not accept the return of unwanted Goods correctly delivered against an order.
- The Goods shall be at the risk of the Customer from the time of delivery to the Customer's nominated premises, or from the time of collection from Roche's nominated premises by or on behalf of the Customer, whichever is the applicable.
- Full Legal, beneficial and equitable title in the Goods shall remain vested in Roche, notwithstanding delivery to the Customer's nominated premises, until such time as Roche has received payment in full (in cash or cleared funds) for the Goods delivered and all other sums owed by the Customer to the Roche.
- Until full legal, beneficial and equitable title in the goods passes to the Customer:

a. the Customer shall hold the Goods on a fiduciary basis acting as bailee for Roche;

b. the Customer shall store the Goods at its premises in accordance with applicable law and in conditions which adequately protect and preserve the Goods. The Customer will not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored and are clearly identifiable as belonging to Roche. Roche shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;

c. Roche may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to Roche and Roche may repossess and resell the Goods, if any sum due to Roche from the Customer under the contract or on any other account or under any other contract is not paid when due;

d. for the purposes of this clause Roche, its employees, agents and sub-contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated by giving the Customer reasonable prior notice;

e. Roche shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer; and

f. Roche hereby authorizes the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of Roche's rights and provided that all proceeds of sale are held on trust for Roche pending payment to Roche. This right shall automatically cease on the occurrence of any event set out in clause.

- Customer shall make all payments due under the contract without any deduction to sums due under the contract whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Roche to the Customer.
- Customer should satisfy itself that the persons responsible for the shipping, storage, handling and/or use of any Goods supplied by Roche have all the information required on health and safety requirements, (as required by applicable law and conditions of storage and any health and material safety data sheets and/or summaries of product characteristics) and comply with such requirements (including applicable labeling and package inserts). Roche shall not be liable to the Customer in any civil proceedings brought by the Customer against Roche in respect of a breach of applicable law, shipping, storage, handling or use instructions or any other applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety, where such exclusion of liability is permitted by law.
- Customer shall keep Roche properly informed of all customer complaints concerning the Goods and shall comply with any directions of Roche in any issues, proceedings or negotiations relating to such complaint.
- In the event of any product recall Customer agrees to cooperate with Roche in taking all necessary steps to remove the relevant product from the market place in a timely manner.
- All stocks of Goods shall be stored and transported by Customer in accordance with product temperature conditions as issued or amended by Roche from time to time. Roche shall be entitled with the prior agreement of Customer (such agreement not to be unreasonably withheld) to inspect Customer's stocks of Roche's products at Customer's depots, sub-depots or other business premises.
- Roche reserves to itself and shall be exclusively entitled to make sales of Goods or to appoint third parties to make sales of Goods to all third parties, including but not limited to, full and short line wholesalers, exporters and laboratories.
- Customer shall not actively solicit orders for Goods from any person exclusively reserved to a third party or Roche. Roche reserves the exclusive right to solicit orders for Goods from any person save where it has allocated rights to solicit to a third party.
- Customer shall not resell any Goods without the prior written consent of Roche.
- Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS 2010 shall have the same meaning in these Conditions. In the event of a conflict between INCOTERMS 2010 and these Conditions, the latter shall prevail.
- Unless otherwise stated in the contract any Goods being sold to the Customer shall be delivered
- Customer represents and warrants that purchases are intended to be used for life science research only and agrees that products will not be used for diagnostic, prognostic or therapeutic uses. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Roche.

- The Customer acknowledges that the Goods may be perishable and may become denatured if they are stored or transported incorrectly. The Customer warrants that, if it resells the Goods, the Customer will:

a. ship and handle the Goods in the same manner as they were supplied by Roche to the Customer and in accordance with the marketing authorisation for the relevant Goods;

b. store the Goods in suitable conditions and supply only those of satisfactory quality and, in each case, in accordance with the marketing authorisation for the relevant Goods; and

c. ensure that customers purchasing the Goods ship, store and handle the Goods in the same conditions as those specified in these Terms and Conditions.

- Customer agrees to use the Webstore to place Customer's orders and for information purposes about Roche products only and not to use the Webstore for any other purpose. Customer shall notify Roche immediately upon discovering any unauthorized use of the Webstore.
- Customer agrees not to translate, reverse engineer, reverse compile, disassemble, make derivative works from, or in any way attempt to gain access to the underlying features of the Webstore, or to disable, improperly access or modify the Webstore in any way. Customer acknowledges that Roche retains intellectual property rights in the Webstore, and agrees not to act in any manner that may infringe on these rights.
- Customer agrees to comply with all applicable laws in its use of the Webstore and the products bought using the Webstore.
- Roche is not obliged to, but may in its discretion review or edit content, data or libraries created or accessed by Customer through the Webstore, and Customer is responsible to ensure the accuracy of content.
- Roche is not responsible nor will it be liable in any way for Customer's use of any software or equipment that is not supplied by Roche in connection with Customer's use of the Webstore and is not responsible for internet connectivity or any Customer hardware or software issues.
- By using the Webstore, Customer authorizes and grants Roche a limited, non-exclusive, royalty-free, perpetual, world-wide license to: (1) reproduce, transmit, disclose, display and use Customer's data, libraries, and information for the purpose of enabling Customer to use the Webstore; (2) process Customer requests and transactions, including without limitation development manufacturing and sale of products to Customer and third parties (3) monitor the Webstore for indications of unauthorized use; (4) maintain and improve the system, and (5) analyze customer data and orders for Roche's business purposes (including but not limited to creating customer profiles, data and tools to better service customer needs). Roche may disclose information to the extent (1) it is necessary or desirable to fulfill a Customer's order, (2) it is required to do so by law; (3) necessary to protect and defend the legal rights of Roche; (4) required in order to comply with a judicial proceeding, court order, or government inquiry; or (5) as part of Roche's business processes.

- To place an order, Customer's order must be transmitted through the Webstore or otherwise communicated to Roche through an ordering channel acceptable to Roche. All orders are subject to acceptance by the Roche sales affiliate in the country to which Customer's products are to be shipped. Additional terms and conditions shall apply to any sale, manufacturing, and ordering of products as may be provided by the Roche sales affiliate from time to time.
- This Webstore contains information on products which are targeted to a wide range of audiences and could contain product details or information otherwise not accessible or valid in Customer's country. Please be aware that Roche does not take any responsibility for accessing such information which may not comply with any legal process, regulation, registration or usage in the Customer's country of origin.
- Where a Customer has created a design using the NimbleDesign or Realtime Ready Configurator tools (together the "Roche System"), Roche does not guarantee the sale or manufacture of any products based on designs and configurations made using the Roche System and the additional terms and conditions applicable from time to time to the use of the Roche System shall apply. Further terms and conditions may be found on the Roche Applied Science website ([www.roche-applied-science.com](http://www.roche-applied-science.com)) or requested from the Customer's local Roche sales affiliate.
- The use of the Webstore for any of the actions listed below shall constitute violations of these terms and conditions:

a. Transmission of information, material or designs that Customer does not have the right to make available to others, such as third party information or designs, proprietary and confidential information or information learned or disclosed as part of employment relationships or under nondisclosure agreements.

b. Intellectual property rights infringement by transmission of protected material, information or designs.

c. Actions that disrupt the Webstore or adversely affect the ability of others to use Webstore.

d. Actions that intentionally disrupt the Webstore.

Other similar actions may be likewise deemed to be violations; Roche shall be the sole arbiter of acceptable use of the Webstore. Violation of these terms and conditions by Customer may result in the issuance of warnings, suspension or termination of access to the Webstore, and/or legal action to enjoin violations and/or collect damages.

- **WARRANTY DISCLAIMER**  
 CUSTOMER ACKNOWLEDGES THAT THE WEBSTORE IS PROVIDED "AS IS, AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE WEBSTORE OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE WEBSTORE OR THAT THE WEBSTORE WILL BE

UNINTERRUPTED OR ERROR-FREE. ROCHE DOES NOT WARRANT THAT THE WEBSTORE WILL BE PROVIDED FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. ROCHE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE FOR THE WEBSTORE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN INTERNET COMMUNICATIONS AND TECHNOLOGY AND ROCHE DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE FROM ROCHE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

- LIMITATION OF ROCHE'S LIABILITY

IN NO EVENT SHALL ROCHE OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES OR SUPPLIERS OR DISTRIBUTORS BE LIABLE UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT ROCHE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ROCHE SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL THE LIABILITY OF ROCHE TO CUSTOMER EXCEED WITH REGARD TO USE OF THE WEBSTORE [ONE THOUSAND DOLLARS (\$1,000.00)] AND WITH REGARD TO GOODS THE PURCHASE PRICE PAYABLE FOR SUCH GOODS. NO ACTION, REGARDLESS OF FORM, ARISING FROM USE OF THE WEBSTORE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, OR FOR FRAUD, GROSS NEGLIGENCE OR WILFUL DEFAULT AND, IN SUCH JURISDICTIONS, SUCH LIABILITY SHALL NOT BE LIMITED.

- The price of the Goods has been calculated on the basis that Roche will exclude or limit its liability as set out above and the Customer shall insure against or bear itself any loss for which Roche has excluded or limited its liability and Roche shall have no further liability to the Customer.
- Roche reserves the right to suspend or cancel a contract in whole or part, including but not limited to deferring the date of delivery or reducing the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond Roche's reasonable control including, but not limited to, acts of God, fire, wind, accident, pandemic, epidemic, widespread disease, industrial action, riot, war, civil commotion, flood, breakdowns of plant or machinery, the acts of a third party or the intervention of a competent authority provided that, if the event in question continues for a continuous period in excess of 180

days, the Customer shall be entitled to give notice in writing to Roche to terminate the contract.

- If any part of this agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with the applicable laws, and the remainder shall have full force and effect.
- Any variation, cancellation or waiver of these Terms and Conditions shall only be effective if made in writing and signed by a duly authorized representative of Roche. For the avoidance of doubt, Roche's drivers, sales representatives, call center, customer support, warehouse and depot staff are not so authorized. Any failure by Roche to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provision or any other provision of the Agreement.
- If Customer is dissatisfied with the Webstore, or with any related terms, conditions, rules, policies or guidelines, Customer's sole and exclusive remedy is to discontinue using the Webstore and terminate Customer's account.
- Reproduction of the protected content of the Webstore without the express written permission of Roche is strictly prohibited. Trademarks shown on the Webstore are owned by Roche unless otherwise stated.
- The Terms and Conditions together with such additional terms and conditions made available by Roche constitute the entire agreement between Roche and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions using the Webstore, except if Roche and Customer have executed a formal written contract which is in full force and effect, the terms and conditions of that contract will apply and govern, to the exclusion of any inconsistent Terms and Conditions. Customer's additional or different terms and conditions will not apply.

Date of Terms and Conditions: June 2023