

TERMS OF SALE

1. General.

- 1.1 These Terms of Sale constitute a legally binding agreement between Curie Co. Inc. ("Company") and the entity submitting an order ("Customer") for any of Company's products ("Product(s)").
- 1.2 Any special or general requirements of Customer stated in offers, orders, purchase conditions, etc. shall not constitute an exemption from the following conditions, unless expressly accepted by Company in writing, and these Terms of Sale shall be deemed as the entire agreement between the parties on the subject matter contained herein unless otherwise agreed in writing between Customer and Company. For purposes of clarification, Company hereby rejects any additional or different provisions including, but not limited to, those on Customer's order, confirmation or other documentation.

2. Orders.

- 2.1 Each order must specify the Product(s), quantity, price, total purchase price, packaging and shipping requirements, requested delivery dates, sold-to and ship-to addresses, and any other special instructions. All orders are subject to acceptance by Company.

3. Pricing.

- 3.1 All prices are quoted in United States Dollars and do not include any applicable taxes including, without limitation, any sales, use, manufacturer's, retailer's, occupation, excise, VAT taxes, or any similar or other tax, fee, duty, tariff, or other charge imposed by any governmental authority on any transaction between the Company and the Customer. Any such amounts in connection with the transaction between Company and Customer shall be paid by Customer in addition to the Product price. To obtain a tax exemption, Customer shall provide Company with a valid written certificate or form of exemption.
- 3.2 Company reserves the right to adjust its prices without notice, which new prices shall immediately become effective. However, any price adjustments shall not be applicable to any orders which have been accepted by Company.

4. Payments.

- 4.1 Unless otherwise agreed in writing, Company shall issue an invoice to Customer stating when the invoice amount is due.

- 4.2 If payment is not received by Company as and when due, then Company reserves the right to withhold all deliveries until payment has been received. Company shall then be entitled to change, in its discretion, any terms of payment.
- 4.3 The Customer shall not retain or withhold from the Company any sum stated on any invoice for any reason whatsoever. The Customer's payment obligation is in no way contingent upon the Customer's receipt of payment from any party.
- 4.4 Unless otherwise expressly specified, payment shall be made by bank transfer to Company's account without any offset, deduction or counterclaim. In case of any late payment, Customer shall also pay a late charge on the amount due as stated on the invoice at a rate equal to the lesser of 1.5% per month or the highest late charge permitted by applicable law, from the due date and until Company receives payment.
- 4.5 Customer shall pay all of Company's costs and expenses, including reasonable attorneys' fees and expenses, incurred in collecting any amounts not paid as and when due.
- 4.6 Failure to pay any invoice in full by its stated due date shall automatically cause all other invoices to the Customer to be immediately due and payable irrespective of their terms, and the Company may withhold all subsequent deliveries until all amounts due the Company by the Customer have been paid in full.

5. Delivery.

- 5.1 Delivery dates will be determined by Company upon receipt of orders from Customer. Unless otherwise stated in a confirmed order, any times or dates for delivery by Company are estimates.
- 5.2 Unless otherwise agreed in writing, delivery of the Products is made Ex Works (EXW) Company's warehouse. In the absence of specific instructions, Company will select the carrier and ship to the single location designated by Customer. Company may deliver Products in one or more shipments and invoice each shipment separately.
- 5.3 If Customer cancels any order or a portion of any order or reschedules, without the prior agreement by Company, then any order or a portion thereof, 100% of the Invoice charges shall apply and be assessed against Customer for that order unless otherwise agreed in writing by Company's duly authorized representative.

- 5.4 Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.
- 5.5 Delivery of the Products is conditioned upon Customer maintaining credit satisfactory to Company. Company may, without notice or liability to Customer, suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial payment of the amounts owed or prepayment on future orders, adequate to Company in its discretion.
- 5.6 Risk of loss with respect to the Products shall pass to Customer upon delivery. Title will be transferred to Customer only upon full payment of the purchase price.

6. Inspection and Acceptance.

- 6.1 Immediately after receipt, Customer shall inspect the Products in order to identify any visual defects or whether any portion fails to conform to the applicable purchase order or Product specifications. In the event of defects or non-conformity to the applicable purchase order and/or Product specifications, then Customer may reject the non-conforming portion of the shipment by written notice to Company. Such notice shall specify the manner in which the shipment fails to conform to the purchase order and/or Product specifications.
- 6.2 Non-conformance to the Product specifications shall be notified promptly upon discovery by Customer. Visual defects and non-conformance to the applicable purchase order shall be notified to Company no later than five (5) days from Customer's receipt of the shipment. In the absence of any such notice, Customer shall be deemed to have irrevocably and unconditionally accepted the shipment. Customer shall give Company a reasonable opportunity to inspect the Products and/or examine samples of the non-conforming Products.
- 6.3 If any of the Products are found to be defective or not to be in conformance with the purchase order and/or Product specifications, then Company will use its commercially reasonable efforts to replace such Products at no additional cost to Customer. This shall be Customer's sole remedy for any products it rejects hereunder and replacement cannot be considered as delay of the non-conforming order.
- 6.4 Customer is not permitted to return any Products without Customer first obtaining a Return Material Authorization ("RMA") issued by Company. Company may, at its sole discretion, refuse to issue an RMA. Further, if Company chooses to take back any Products, then Company may require Customer to pay a restocking fee.

7. Use of Products.

- 7.1 Customer acknowledges that Customer has the sole risk and liability for the specific use of the Products, including, but not limited to, all requirements related to handling, working environment, documentation as well as public authority requirements (including, but not limited to, safety and working environment requirements), relevant laws and regulations, etc. Customer acknowledges that the use of enzymes and/or microorganism Products in certain applications requires specific approval in some jurisdictions and that Customer is solely responsible for obtaining any such approvals. Customer further acknowledges that Customer has the sole risk and liability that its use of the Products does not infringe any patents or other third party rights, and Company hereby disclaims any liability in connection herewith.
- 7.2 Customer shall use Products in accordance with the purpose of the applicable Product specifications.
- 7.3 Customer shall not perform any analysis of the Products for chemical composition and structure and shall not reverse-engineer or reproduce any Products.

8. Limited Warranties.

- 8.1 Company warrants and represents that (i) it has title to the Products free of any third party liens or encumbrances, (ii) at the time of transfer of the Products to Customer, the Products conform in all material respects to the applicable Product specifications contained in the Product data sheets in effect at the time of sale (Product data sheets may be subject to change), and (iii) the Product as sold as well as the production of such Product does not infringe any third party patent rights.
- 8.2 This warranty shall apply only to the Products received by Customer in the same unbroken package as actually shipped by Company. Whether intentional or accidental, any breakage, leakage, or subdivision that will have a direct bearing on the quality and/or characteristics of the Products, as well as any storage or handling inconsistent with Company's storage and handling instructions, shall render this warranty null and void with respect to the Products so affected.
- 8.3 THE FOREGOING WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OF ANY THIRD PARTY

INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTY ARISING BY LAW, OUT OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR INDUSTRY STANDARD.

8.4 Company does not authorize Customer or any third party to make any representation or warranty regarding the Products on behalf of Company and no warranties or statements of any kind by Customer or any third party shall be binding on Company.

9. Limitations of Liability; Indemnification.

9.1 COMPANY SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1 AND ANY PRODUCT LIABILITY CLAIMS UNDER APPLICABLE MANDATORY STATUTORY PROVISIONS WHEN IT IS ESTABLISHED THAT SUCH LIABILITY ARISES DIRECTLY FROM DEFECTS IN A PRODUCT WHEN USED IN ACCORDANCE WITH ITS INTENDED USE AND APPLICABLE SAFETY DOCUMENTATION.

9.2 ANY ACTION BY CUSTOMER ARISING OUT OF THESE TERMS OF SALE OR ANY PRODUCTS SOLD BY COMPANY MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION HAS ACCRUED.

9.3 COMPANY'S LIABILITY FOR FAILURE TO FULFIL ITS OBLIGATIONS UNDER THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS OF SALE OR ANY PRODUCTS SUPPLIED HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE FOR THE PRECEEDING SIX (6) MONTHS.

9.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY LOST PROFITS, ANY LOSSES DUE TO DELAY IN DELIVERY, ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, ANY FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY, OR ANY OTHER LOSSES OF ANY KIND, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9.5 Customer shall indemnify and hold Company harmless from and against any liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorney's fees, costs and expenses of defense, appeal, and settlement of any suits, actions or proceedings instituted against Company and all costs of investigation in connection therewith that may be imposed on, incurred by, or asserted against Company by a third party arising out of any order of Products hereunder, except only if expressly covered by Company's limited warranties and indemnification obligations set forth above.

10. Intellectual Property.

10.1 The sale of Products hereunder does not convey to Customer or any third party any right, title, license or other interest of any kind with respect to any intellectual property rights relating to any Product including, without limitation, any patents, patent applications or trademarks; provided, however that Customer shall have an implied license to Company's owned and controlled intellectual property rights to use such Product bought from Customer for the purpose stated in the applicable Product documentation.

11. Assignment, Severability and Waiver.

11.1 Customer shall not (whether by operation of law, merger, acquisition, or otherwise) assign, transfer, or delegate any Company quotation, invoice or any obligation thereunder. Any purported assignment, transfer, or delegation without Company's written consent shall be void.

11.2 Subject to the foregoing, these Terms of Sale shall be binding on, and inure to the benefit of, the parties and to their respective successors and permitted assigns.

11.3 If any provision of these Terms is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability. All other provisions hereof shall remain in full force and effect. If permitted and possible, the invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such provision.

11.4 No waiver by Company of any breach of any provision of these Terms of Sale shall constitute a waiver of any subsequent breach of the same or of any other provision of these Terms of Sale.

12. Force Majeure.

- 12.1 Company shall not be liable to Customer for any damages or failure to make delivery in respect of any orders accepted by Company for the production or sale of any Products when such failure is due to fire, strike, labor trouble, power failure, floods, explosions, or other accidents, inability to obtain raw materials, war, terrorism, epidemic, pandemic, lack of or failure of transportation, delay in delivery or defects in goods supplied by Company's suppliers or subcontractors, act of God, regulations of any governmental authority, incorrect, delayed or incomplete information provided by Customer or any cause or condition beyond the reasonable control of Company directly or indirectly interfering with or rendering more burdensome the procurement, production, manufacture, or delivery of goods and services hereunder, or any act or event beyond the company's control either of the foregoing nature or of any other kind, nature, or description.
- 12.2 The occurrence of any of the foregoing circumstances shall operate to extend Company's time of performance hereunder for a period not less than the period of delay caused by such circumstances.

13. Governing Law; Arbitration.

- 13.1 These Terms of Sale shall be construed and interpreted pursuant to the substantive laws of the state of Delaware without regard to conflicts of law provisions thereof. The applicability of the United Nations Convention on Contracts of the International Sale of Goods (CISG) is expressly disclaimed.
- 13.2 The arbitration provisions of this Section 13 will be governed by the United States Federal Arbitration Act. At Company's option, exercised by written notice any time within thirty (30) days following the service of process in a legal action, any dispute regarding the Products, any quotations or invoices or their validity, any provision of these Terms of Sale, or any other matter between the parties (other than requests for injunctive relief) will be resolved exclusively by binding arbitration, conducted in the English language, as follows: (a) the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure, in a location agreed by the parties; (b) if the parties cannot agree on a location within twenty (20) days of either party's request for arbitration, the arbitration will be conducted in Raleigh, North Carolina; and (c) the arbitrator will be selected from an AAA list using the AAA-recommended selection

method. Each party will bear equally the costs and expenses of AAA and the arbitrator, and each party will bear its own costs and expenses; provided, however, that (i) the failure by one party to pay its share of the arbitration fees constitutes a waiver of such party's claim or defense in the arbitration, and (ii) the arbitrator may award attorney fees and costs to the substantially prevailing party. In no event shall a party be awarded punitive, exemplary or other damages excluded by these Terms of Sale. All arbitration proceedings shall be confidential, except if, and to the extent, disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. The arbitration award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction.

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