

BIOLOGOS TERMS AND CONDITIONS OF SALE

1. Acceptance. These terms and conditions are incorporated into and made a part of each quote, order, invoice, proposal or other agreement ("Agreement") by Biologos, LLC ("BIOLOGOS") to sell to the named customer ("CUSTOMER") the goods referenced in the Agreement ("Goods"). BIOLOGOS's acceptance of any Agreement is expressly made conditional on CUSTOMER's agreement to these terms and conditions. By ordering Goods from BIOLOGOS, CUSTOMER agrees to accept and be bound by these terms and conditions. An Agreement between BIOLOGOS and CUSTOMER is created when BIOLOGOS accepts CUSTOMER's order, either by sending a written confirmation or by shipping Goods or otherwise initiating action to provide what CUSTOMER has ordered. Any Agreement that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon BIOLOGOS unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by BIOLOGOS, and failure of BIOLOGOS to object to provisions contained in any Agreement shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Acknowledgement of CUSTOMER's order forms, facsimile orders or "releases" shall not be construed to be a waiver, amendment or modification of these terms and conditions. BIOLOGOS is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction. BIOLOGOS may subcontract the performance of any Agreement in whole or in part.

2. Prices. BIOLOGOS's prices for the Goods will be the prices stated in any Agreement accepted by BIOLOGOS; provided, however, that BIOLOGOS may change the price for the Goods at any time unless expressly prohibited by the terms of any Agreement. All prices are exclusive of the costs of shipping, handling, insurance, duties, charges and applicable taxes and any other cost of any nature whatsoever imposed by a governmental authority on the Agreement or Goods, which shall be paid by CUSTOMER in addition to the prices for the Goods stated in such Agreement. In the event that BIOLOGOS is required to pay any such costs directly, CUSTOMER shall immediately reimburse BIOLOGOS therefor. The prices of any and all Goods shall be confidential and CUSTOMER shall not disclose such prices to any unrelated third party.

3. Shipment of Goods. Shipment of all Goods shall be made F.O.B. Destination, freight prepaid and charged back. CUSTOMER shall bear the risk of loss and damage to Goods upon delivery to the destination designated by CUSTOMER. Any shipping dates for Goods given in advance of actual shipment of Goods are BIOLOGOS's best estimates for informational purposes only, and BIOLOGOS assumes no liability for shipment delays. BIOLOGOS may, in its sole discretion, use any commercial carriers for shipment of the Goods. CUSTOMER is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods, including, without limitation, any licenses and permits for transportation. If CUSTOMER is unable to receive the Goods when they are tendered, CUSTOMER will be liable to BIOLOGOS for any losses, damages, or additional expenses incurred or suffered by BIOLOGOS as a result of CUSTOMER's inability to receive the Goods. BIOLOGOS reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve CUSTOMER of CUSTOMER's obligations to accept remaining deliveries.

4. Inspection; Returns. CUSTOMER immediately will inspect all Goods upon delivery and shipments that are evidently damaged, defective or deficient should be refused. Unless CUSTOMER notifies BIOLOGOS to the contrary in writing within fourteen (14) days after delivery of the Goods: (a) the Goods will be deemed to have been accepted as conforming with the requirements of the Agreement and free from all discoverable defects and (b) any claims for losses, shortages, defect or damage will be waived by CUSTOMER (but CUSTOMER does not lose any warranty rights). If CUSTOMER does not notify BIOLOGOS within such fourteen (14) day period, BIOLOGOS will, in its sole discretion, determine whether to authorize return of the Goods or alternatively to replace or credit such Goods in accordance with Section 11 hereof. Due to regulatory and quality requirements, no Good may be returned unless pre-authorized by BIOLOGOS and accompanied by BIOLOGOS's return material authorization form. Certain items and quantities may not be returned under any circumstances. Goods that are unused, salable and in their original packaging and that have been pre-authorized for return shall be shipped to BIOLOGOS at 2235 Cornell Avenue, Montgomery, IL 60538.

5. Payment. Unless otherwise agreed to by BIOLOGOS in writing, full payment for Goods is due net thirty (30) days from the date of invoice. BIOLOGOS reserves the right to require a deposit of up to 100% of the purchase price at the time of order or any time prior to delivery as a condition of any Agreement. If BIOLOGOS, in its sole discretion and for any reason, deems the collectability of payment for Goods to be in doubt, BIOLOGOS may, with or without notice to CUSTOMER, delay or postpone delivery of the Goods, change the terms of payment to payment in full or part in advance with respect to any undelivered balance of Goods, and/or cancel any Agreement. All payments for Goods must be made in United States currency. Payments for Goods will be made by check, wire transfer or credit card; provided that BIOLOGOS may refuse, in its sole discretion, payment by any means. Insufficient funds, stop pay, refer to maker and account closed returned checks may cause revocation of check writing privileges. BIOLOGOS shall have the right to offset any and all amounts due and owing from BIOLOGOS to CUSTOMER, including, without limitation, any chargebacks or rebates, against any amounts due and owing from CUSTOMER to BIOLOGOS under any Agreement. If CUSTOMER defaults in payment, CUSTOMER will be liable for all collection costs incurred by BIOLOGOS including, but not limited to, attorneys' and collection agency fees and court costs. For any Agreement, if CUSTOMER does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1.5%) per month or the maximum percentage rate permitted by law, whichever is less. BIOLOGOS further reserves the right to dispose of or sell any Goods held at BIOLOGOS's facilities due non-payment by CUSTOMER extending beyond a ninety (90) day period from the date of invoice. Additionally, BIOLOGOS may at its discretion suspend or terminate the provision of any Agreement if CUSTOMER fails to make any payment when and as due mentioned or otherwise defaults in any of its obligations under these terms and conditions or any other Agreement with BIOLOGOS.

6. Taxes. The purchase price of the Goods does not include any federal, state, municipal or other government taxes (including but not limited to sales, use, excise, import, VAT or any similar tax or other governmental charge) arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods. CUSTOMER is responsible for payment of any such taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to any Agreement and to the sale and/or furnishing of the Goods. If CUSTOMER claims any tax exemption, CUSTOMER must provide BIOLOGOS at the time the Agreement is submitted a valid, signed exemption certificate or other document acceptable to the governmental authority imposing the applicable tax, duty or fee.

7. Cancellation; Termination. CUSTOMER may cancel its order for Goods under any Agreement, but only if BIOLOGOS agrees to such cancellation in writing and only after CUSTOMER pays reasonable charges for expenses already incurred and commitments made by BIOLOGOS in connection with the placement of such orders, including but not limited to storage and shipment costs, costs of purchasing non-returnable materials, cancellation costs imposed on BIOLOGOS by its suppliers and any other costs of such cancellation. BIOLOGOS may cancel, in whole or in part, any order for Goods or terminate any Agreement at any time.

8. Use and Regulatory Restrictions; No Exclusivity. The Goods are not for human or animal consumption and are for further manufacturing use only. CUSTOMER is solely responsible for making sure that the way it uses the Goods complies with applicable laws, regulations and governmental policies. CUSTOMER must obtain all necessary approvals and permissions it may need for such uses. It is solely CUSTOMER's responsibility to make sure the Goods are suitable for its particular use. The Goods are sold to CUSTOMER for its use only and shall not be marketed, distributed or resold by CUSTOMER. CUSTOMER acknowledges that BIOLOGOS is in the business of providing development, consulting and/or manufacturing services for a variety of industries and nothing in any Agreement or herein prohibits BIOLOGOS, independently or by collaboration with third parties, from developing items, goods, materials, samples, information and/or data similar or identical to the Goods that BIOLOGOS provides to CUSTOMER, subject to any agreements with respect to confidential and proprietary information.

9. Limited Warranty. BIOLOGOS warrants that the Goods shall, at the time of delivery, substantially conform to the descriptions and/or specifications of such Goods in any Agreement. CUSTOMER will have until the earlier of the Goods' stated expiration or use-by date, if any, or one (1) year from the delivery date of such Goods to submit a warranty claim as provided herein.

10. Disclaimer of All Other Warranties. THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES. BIOLOGOS HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. BIOLOGOS DOES NOT WARRANT THAT THE GOODS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT FOR CUSTOMER OR ANY THIRD PARTY.

11. Exclusive Remedy. CUSTOMER's sole and exclusive remedy against BIOLOGOS for any claim for, or arising out of any in a Good tendered to CUSTOMER is the replacement of the Good, or alternatively, at BIOLOGOS's sole

election, a credit with respect to future purchases equal to the purchase price of the Good subject of such Agreement. These remedies only will only be available to CUSTOMER during the applicable warranty period, and BIOLOGOS's obligations under this Section will be void unless CUSTOMER provides BIOLOGOS with notice of the defect in the Good within thirty (30) days of discovery of the defect.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR IN ANY AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL: (A) BIOLOGOS BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) TO CUSTOMER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH ANY AGREEMENT, ANY TERMINATION OF ANY AGREEMENT, OR THE GOODS (EVEN IF BIOLOGOS IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); OR (B) BIOLOGOS' TOTAL LIABILITY RELATED TO ANY GOOD EXCEED THE PURCHASE PRICE OF SUCH GOOD. HOWEVER, THIS PROVISION SHALL NOT LIMIT BIOLOGOS' LIABILITY THAT CANNOT BE LIMITED BY LAW.

13. Indemnification. CUSTOMER will indemnify, defend and hold harmless BIOLOGOS, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, without limitation, property damage, loss of profits or revenue, loss of use of any property, cost of capital, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with (a) CUSTOMER's or its representatives' negligent acts or omissions under any Agreement, (b) the use of any Goods in a manner not intended or as designed, including but not limited to in breach of the use limitations contained herein, (c) any modification of the Goods after delivery by BIOLOGOS to CUSTOMER, (d) CUSTOMER's marketing, distribution and/or resale of the Goods, (e) BIOLOGOS' compliance with designs, specifications or instructions provided by CUSTOMER, or (f) any infringement on the intellectual property rights or other rights of a third party, in each case regardless of whether such Losses are suffered directly by CUSTOMER or arise pursuant to or in connection with a third party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not BIOLOGOS or any third party is proportionately negligent with respect to such Losses and/or Claim. For the avoidance of doubt and without limitation, this indemnification obligation requires CUSTOMER to pay any judgments against BIOLOGOS or any other indemnified party resulting from any Claim, any court costs of BIOLOGOS or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by BIOLOGOS or any other indemnified party in BIOLOGOS's defense of any Claim. BIOLOGOS will have the sole and exclusive right to conduct the defense of any Claim at CUSTOMER's sole and exclusive cost and expense. CUSTOMER's indemnification obligation does not depend on the truth or accuracy of any allegations made against BIOLOGOS, CUSTOMER or any third party.

14. Ownership; Representations. BIOLOGOS shall have and retain all right, title, and interest in and to any and all trademarks, patents or other intellectual property, trade secrets, technical data, marketing materials, sales and product plans, product pricing and other information, methodologies, techniques, designs, formulations, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with the provision of Goods, and CUSTOMER shall not obtain a license to, or any other property rights in, any such BIOLOGOS property pursuant to or in connection with any Agreement.

15. Export Controls; Laws. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. CUSTOMER must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses. Due to government regulations and product availability, not all goods sold by BIOLOGOS may be available in every area. CUSTOMER hereby warrants and represents that it will comply with any and all laws with respect to the purchase, use, and operation of any and all Goods. For purposes hereof, "laws" includes any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

16. Force Majeure. BIOLOGOS will not be liable for its failure to perform under any Agreement (including, without limitation, the failure to deliver any Goods) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack of failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond BIOLOGOS's reasonable control, including, without limitation, any delay caused by CUSTOMER (each, a "Force Majeure Event"). If any Force Majeure Event prevents BIOLOGOS's performance of any of its obligations under any Agreement, BIOLOGOS will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted.

17. Choice of Law; Choice of Venue. Any Agreement and these terms and conditions will be governed by the laws of the State of Illinois (except for its choice of law rules). If either BIOLOGOS or CUSTOMER brings a lawsuit or any other action arising out of any Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Kane County, Illinois. BIOLOGOS and CUSTOMER expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and BIOLOGOS and CUSTOMER consent to extra-territorial service of process on BIOLOGOS and CUSTOMER. In the event of litigation pertaining to any matter covered by any Agreement, each of BIOLOGOS and CUSTOMER hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Any action or claim arising under an Agreement or these terms and conditions must be brought within one (1) year from the date that the cause of action or claim arose. Any provision of an Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

18. General Terms. Any director, officer, employee, representative, or agent of CUSTOMER signing or otherwise entering into an Agreement represents and warrants that he or she is duly authorized to execute and enter into such Agreement on behalf of CUSTOMER. The terms, conditions, and limitations set forth in an Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of BIOLOGOS. Regardless of how many times CUSTOMER purchases, or has purchased, goods from BIOLOGOS by whatever means, each time CUSTOMER accepts an Agreement, CUSTOMER and BIOLOGOS enter into a separate agreement that will be interpreted without reference to any other agreement between CUSTOMER and BIOLOGOS, or what CUSTOMER may claim to be a course of dealing or course of performance that has arisen between CUSTOMER and BIOLOGOS. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of any Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of such Agreement. An Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods hereunder (except for any contemporaneous writing agreed to in writing by BIOLOGOS expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by BIOLOGOS to enforce any of the terms, conditions and limitations of any Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of such Agreement, and the failure of BIOLOGOS to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from CUSTOMER's default under any Agreement will not constitute a waiver of that right or any other rights. All rights and remedies under any Agreement or these terms and conditions are cumulative and are in addition to any other rights and remedies that BIOLOGOS may have at law or in equity. Unless otherwise agreed to by BIOLOGOS in writing, CUSTOMER may not assign any of its rights and/or obligations under any Agreement or hereunder to any party. BIOLOGOS reserves the right to revise or amend any terms and conditions contained herein without notice at any time.