

TERMS AND CONDITIONS-PRODUCTS AND EQUIPMENT

Thank you for your interest in purchasing products from LMSI, LLC d/b/a Lighthouse Lab Services (referred to herein as “we”, “us”, “our”, or “LLS”). We value your business, and our goal is to make your experience as smooth as possible. For the purposes of these Terms and Conditions, the terms “you,” “your,” and “Client” refer to the purchaser of products or services from LLS (each of LLS and Client individually a “Party”). Unless otherwise expressly agreed in writing, your purchase of products or services are subject to the following terms and conditions:

1. **Agreement Terms.**

- 1.1. **General Terms.** These terms and conditions (“**Terms**”) govern the relationship between you and LLS for your purchase of products or services from us. You agree to accept and be bound by these Terms by ordering products or services from us.
- 1.2. **Supplementary Terms.** Some of our products and services are subject to additional software licenses, limited use label licenses, or other written contract terms that you will not find here (“**Supplementary Terms**”). You will find any Supplementary Terms that apply in your proposal, quote, or other signed agreement with LLS (“**Statement of Work**” and together with the Terms and Supplementary Terms, the “**Agreement**”), on our website, or in literature that accompanies the product or service.
- 1.3. **Conflicting Terms.** If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) Statement of Work; (b) any applicable Supplementary Terms; and (c) finally, these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in the Agreement differ from the terms of your offer, the Agreement will serve as the governing terms.
- 1.4. **When the Terms Take Effect.** These Terms between us take effect when you receive written or email confirmation that we have accepted your order or that we are kicking off your project.

2. **Cancellation and Changes.** Once orders have been placed and you have received confirmation, orders cannot be canceled or changed without LLS’s consent. Any request to change or cancel must be submitted to us in writing.

3. **Payment.**

- 3.1. **Payment Terms.** Pricing will be provided in your Statement of Work.

4. **Delivery.** We will ship products to the destination Client specifies in their order, Free on Board (“**FOB**”) to destination. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause exclusively within your control, we will place the delayed products in storage at your risk and expense.

5. **Risk of Loss and Title.** Title to and risk of loss of the products will pass to you upon being unloaded at your facility.

6. **Returns/Exchanges.**

6.1. **Returns.** Lighthouse must pre-authorize all product returns. Certain products, such as temperature-controlled reagents, are not eligible for return.

6.2. **Exchanges.** Lighthouse will approve exchange of any product that is damaged or defective on delivery to Client, provided you contact Lighthouse within five (5) days after receiving the product and provided such damage or defect has not

been caused by any failure by you to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five-day period, we will deem the product to be accepted, but you will not lose any warranty rights. Orders are otherwise final and not returnable.

6.3. Restocking Fee. Any return approved by us will be subject to a twenty percent (20%) restocking fee and reimbursement of all shipping costs associated with such return.

7. Warranties.

7.1. Limited Warranties for Consumables. Subject to Section 7.2, below, unless a different warranty is provided in writing, we warrant that the consumables we sell to you will meet their specifications as provided in the corresponding instructions for use, product labelling, and documentation provided with the products. This warranty lasts from the time we ship the consumable until the earlier of: (a) the consumable's expiry or "use by" date; and (b) its specified number of uses. If we do not specify the expiry date, the number of uses, or a different warranty period, the warranty will last for twelve (12) months from the date you receive the product.

7.2. Exclusions. In addition to an exclusion from our warranties for third party products, for which manufacturer's warranty will control, our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved equipment, materials, chemicals or other products; or (f) products manufactured in accordance with specifications you gave us. **ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.**

If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

7.3. Remedies. During the applicable warranty period only, for products not meeting our warranty, we agree, in our sole discretion, to repair or replace the non-conforming product as reasonably necessary to comply with our warranty obligations, but you must first notify us within 15 days in writing when you discover any defect or nonconformance and include in the notice clear details of your warranty claim. When LLS purchases a third-party product for a Client the manufacturer's warranty will control. After our review, assuming we authorize the product return, we will provide you with service data and/or a written authorization to submit a return, which may include biohazard decontamination procedures and other product-specific handling instructions that you agree to follow. For valid product warranty claims timely made in accordance with this Agreement, you agree to return the non-conforming products to us, unless we agree otherwise, and we will prepay the shipping costs. We will ship your repaired or replacement products according to our delivery terms in Section 4 of these Terms.

8. Onboard Equipment Software.

8.1. Definitions. With respect to any software products incorporated in or forming a part of any equipment or supplies, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor, as applicable, retain all rights and interest in software products we provide to you.

8.2. License. We hereby grant to you a non-exclusive, nontransferable license, without power to sublicense, to use software we provide to you under this Agreement solely for your own internal business purposes on the hardware products we provide you hereunder, and to use the related documentation solely for your own internal business purposes. This license will automatically terminate when your lawful possession of the associated hardware products provided hereunder ceases, unless earlier terminated as provided in this Agreement.

8.3. Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation we provide. You may not disassemble, decompile, or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided by LLS without our prior written consent. We will be entitled to terminate this license if you fail to comply with any term or condition herein.

8.4. Return of Software and Documentation. You agree, upon termination of this license, you will immediately return to us all software products and related documentation we provided hereunder and all copies and portions thereof.

8.5. Third-Party Software. The warranty and indemnification provisions set forth in this Agreement will not apply to third party owned software products we provide you. We agree, however, to assign to you any warranty rights we may receive from the original developer or third-party supplier to the extent the original developer or third-party supplier allows.

9. Intellectual Property.

9.1. Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in writing, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal purposes. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover, or otherwise obscure any brands, trade, or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

9.2. Intellectual Property Ownership. We exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

9.3. Intellectual Property Infringement. We want to avoid claims of intellectual property infringement. If we believe a product we have sold to you may be subject to a claim for intellectual property infringement you must allow us (at our option) to either (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) tell you to return the product to us and we will refund to you the price you paid.

10. Emergency Use Authorization. To the extent you purchase products from us that are subject to an emergency use authorization or as otherwise permitted by FDA regulation, statute, or policy, we reserve the right to discontinue selling such products to you, and you reserve the right to discontinue purchasing such products, if, at any time, such emergency use authorization is revoked, or the underlying public emergency is declared to have ended. Your continued use of the product shall be at your own discretion and sole risk.

11. Disclaimers. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A PRODUCT IS YOUR SOLE REMEDY. WHERE LLS PROVIDES VENDOR SOURCING AND PROCUREMENT SOURCES, LLS IS NOT THE MANUFACTURER OF SUCH LABORATORY SUPPLIES AND MATERIALS, MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF ANY EQUIPMENT, SUPPLIES, OR MATERIALS, DESIGN, CAPACITY, FREEDOM FROM DEFECT OR INFRINGEMENT AGAINST ANY PATENT,

COPYRIGHT, TRADEMARK, OR TRADE SECRET, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. IN NO EVENT SHALL ANY OF THESE DEFECTS IN ANY OF THE EQUIPMENT, SUPPLIES OR MATERIALS, RELIEVE CLIENT OF THE OBLIGATION TO MAKE ANY PAYMENTS OR PERFORM ANY OTHER OBLIGATION REQUIRED UNDER THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, LLS SHALL USE REASONABLE EFFORTS TO IDENTIFY LAB EQUIPMENT AND SUPPLIES THAT ARE APPROPRIATE FOR THE LABORATORY. EXCEPT WHERE EXPRESSLY SET FORTH IN THE AGREEMENT, LLS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.