

## General Terms & Acceptance

Cell Biologics, Inc. (Cell Biologics) offers sale of human and animal primary cells, culture media, and cell culture reagents (Products). All sales are subject to the terms and conditions set forth herein and require customer's assent thereto. The Terms may not be altered, supplemented, or amended by customer through the use of any other document, unless agreed to in a written document signed by both Cell Biologics and the Customer.

## Authorized Uses

Cell Biologics Products are solely intended for research use and unless otherwise expressly indicated in our catalogues, on the label, or other documentation accompanying the goods, these goods are not intended for unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use in foods, drugs, devices, or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals. Products are to be used in a safe manner and in accordance with all applicable governmental rules and regulations. Human use of Cell Biologics Products is strictly prohibited. No right to resell the goods, or any portion thereof, is conveyed hereunder.

## Conditions of Use

Cell Biologics Products shall not be: (1) used for any purpose other than the internal research, (2) sold or otherwise provided to any third party or any agent for any use, or (3) developed to ENDOTHELIAL CELLS or derivatives or other services. Acceptance of Products from Cell Biologics shall be deemed as agreement by customer to these conditions, and departure from these conditions requires Cell Biologics' prior written authorization.

## Warning

Cell Biologics' Products are derived from pathogen-free tissues. Nevertheless, customers should handle the Products with caution because no test procedure can completely guarantee the absence of any infectious agents.

## Warranty and Liability

PRIMARY CELLS, CULTURE MEDIA AND CELL CULTURE REAGENTS ARE PROVIDED "AS IS". CELL BIOLOGICS EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THESE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer assumes full liability and responsibility for quality control, testing, and determination of suitability of any Product for its subsequent intended application or process.

**In case of dissatisfaction for a valid reason and claimed in writing within thirty-five (35) days of receipt of Products, Cell Biologics will, at its option, provide credit or replacement for the Products received. Cell Biologics' guarantee applies only to your purchase of Cell Biologics Cells with our Media and Coating Solution for appropriate cell culture within 35 days from the date of product delivery.**

IN NO EVENT SHALL CELL BIOLOGICS BE LIABLE FOR ANY CAUSE OF ACTION OR DAMAGES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Cell Biologics provides no warranties as to the accuracy of the information contained in printed materials like product information, catalogs, instruction manuals, etc. and shall bear no responsibility or liability whatsoever for any errors, faults, or omissions in the information.

We shall not be liable for any loss, damage, or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control. In purchasing and receiving Products from Cell Biologics, purchaser or recipient, or any party claiming by or through them, expressly releases and discharges Cell Biologics from all such causes of action or damages, and further agrees to defend and indemnify Cell Biologics from any costs or damages arising out of any third-party claims.

## The CELL BIOLOGICS Secure-Genotype Promise

Cell Biologics promises its clients to deliver primary cells having the genotype ordered as available. The Cell Biologics laboratory uses standard genotyping protocols to verify the genetic background of Cell Biologics mouse strains and that of cells cultured from them. We also confirm the genotype of mouse strains with specified molecular mutations. The murine primary cells derived from genetically modified or wild type mouse strains are made available to researchers in accordance with our Terms and Conditions. Cell Biologics is not responsible for any damages beyond the purchase price.

Cell Biologics has established rigorous genetic quality control and genotyping programs to ensure the normal and genetic background of our cell strains as well as our diseased cell strains with identified diseases (e.g., diabetic cells, hypertensive cells, smoke cells, etc.). Cell Biologics' cell strains are only made available to researchers after meeting our standards. Because it is not possible to fully characterize or capture each cell strain in the cell strain data sheets, we cannot guarantee each cell strain's phenotype will meet all expectations. To ensure that Cell Biologics' cells will meet the needs of individual research projects or when requesting a cell strain that is new to your research, we suggest ordering and performing tests on a small number of cells (1-2 vials) to confirm suitability for your particular project.

## Resale

Authorized distributors and affiliated companies can be found on the Contact Page on our website, [www.cellbiologics.com](http://www.cellbiologics.com). Transfer or resale of any Cell Biologics' Products from the purchaser to other markets, organizations, or individuals is prohibited by Cell Biologics. Products may be resold only with the written permission of Cell Biologics, and our Terms and Conditions must be accepted before submitting an order.

## Indemnification

Customers shall indemnify, defend, and hold Cell Biologics harmless from and against any third party and all losses, damages, and expenses (including reasonable attorneys' fees and other costs of defending any action) that Cell Biologics may incur as a result of 1) any claim of negligence, breach of implied warranty, strict liability in tort, or other theory of law, by

customers, whether direct or indirect, in connection with the use of Products and 2) use of Cell Biologics Products or services in an application which it was not designed or intended for.

## Patent Infringement of Third Party

CELL BIOLOGICS EXTENDS NO WARRANTY OF NON-INFRINGEMENT OF ANY PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS. If any claim is made against us for infringement of Intellectual Property rights of any third party as a result of (i) the manufacture or sale of goods based upon instructions, specifications, or other directions provided by you or (ii) your use of goods purchased from us, you shall indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result thereof. You shall fully cooperate with us in any investigation relating to any such claims and make available to us all related statements, reports, and tests available to you.

## Shipments Going Through a Third-Party Company

Once our shipment arrives securely at your third-party company, it becomes the responsibility of that third party company to securely and timely ship the products to end users. We are not responsible for any goods damaged during shipment from your third-party company to its destination.

## Product Availability

Cell Biologics makes no guarantee of product availability but will make every effort to fill the customer's orders in a timely fashion.

## Custom Order Items

Buyer must receive a quote for all custom orders and services. Custom ordered items cannot be cancelled or returned.

## Product Replacement Policy

Replacement of a defective product will be at the sole discretion of Cell Biologics. Customer is required to fill out the Product Use Questionnaire, within two weeks of receipt of goods. Cell Biologics will replace a defective product only if the product was used in conjunction with Cell Biologics' media and culture reagents and according to the guidelines provided by Cell Biologics. Customer is required to pay shipping and handling costs for all replacement products.

## Credits & Refund Policy

Cell Biologics warrants that the products listed in its catalog are manufactured with utmost care and stringent quality control procedures. Cell Biologics does not accept any returns or provide credits. No refunds will be given.

## Pricing and Payments

Cell Biologics may change pricing for products and services at any time without notice and reserves the right to cancel any order placed based on incorrect pricing or availability.

All payments must be made in U.S. dollars. Acceptable forms of payment are company checks, bank wires and credit cards. All delivery charges and related costs, including shipping & handling, of the ordered item(s) are the responsibility of the customer.

## Export or Legal Restrictions

All international orders can be placed via fax or e-mail. All shipments will be accompanied by standard commercial invoices. Please contact Cell Biologics at [service@cellbiologics.net](mailto:service@cellbiologics.net) if there are any special requirements.

## Delivery Policy

Same day shipping can be arranged in most cases if the order is received by 12 PM central time (US). Cryopreserved cells are shipped in dry ice packing. Overnight live-cell shipment is also available on request. Media and reagents are shipped in cold packs, or in dry ice as requested/necessary. Please contact Cell Biologics at [service@cellbiologics.com](mailto:service@cellbiologics.com) to make special delivery arrangements. Cell Biologics accepts no liability for any loss of or damage to any of its products during shipping or delivery or for losses or damage to products for any cause beyond Cell Biologics' reasonable control.

CUSTOMER SHALL INSPECT PRODUCTS SUPPLIED IMMEDIATELY AFTER DELIVERY. CUSTOMER'S FAILURE TO GIVE NOTICE TO CELL BIOLOGICS OF ANY CLAIM WITHIN THIRTY-FIVE (35) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF PRODUCTS AND A WAIVER BY CUSTOMER OF ALL CLAIMS WITH RESPECT THERETO.

## Consumer Data Privacy Policy

Cell Biologics recognizes the importance of protecting the privacy of our clients' information collected from our online customers. We respect and exercise reasonable degree of care to safeguard any received personal information. Only when provided by the voluntary act of the customers will Cell Biologics collect visitors' names, addresses, e-mail addresses and the like. However, if customers provide further feedback to Cell Biologics, the information shall be treated as non-confidential and non-proprietary. Certain webpages found on [Cellbiologics.com](http://Cellbiologics.com) may require that "cookies" information, which may be placed on a customer's computer. It should be noted that such cookies information do not collect personally identifiable information, only assist Cell Biologics to determine which pages in our website are being visited, and at what frequency. Acceptance of delivery of Cell Biologics' Products shall be deemed agreement to these terms and conditions.

## Governing Law

All disputes as to the legality, interpretation, application, or performance of any order or any of its terms and conditions shall be governed by the laws of the State of Illinois.

**Cell Biologics may at any time revise its Terms and Conditions without notice. You are bound by any such revisions and should therefore periodically visit this page to review any updates to the Terms and Conditions.**