# TERMS OF USE

## LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT

THIS LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT ("AGREEMENT") IS BETWEEN OTERUS BIOSYSTEMS INC. ("OTERUS BIO", "WE", "US" OR "OUR") AND THE PURCHASER ("PURCHASER", "USER", "YOU" OR "YOUR") IDENTIFIED IN THE INVOICE TRANSMITTED TO YOU FOR EACH PRODUCT WE SHIP TO YOU (THE "PRODUCT"). YOUR USE OF THE PRODUCT ("USE" OR "USES") IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT. THIS AGREEMENT GOVERNS THE TERMS UNDER WHICH THE PURCHASER MAY PURCHASE OUR PRODUCTS FROM OTERUS BIO OR ITS DISTRIBUTORS. OTERUS BIO IS WILLING TO GRANT PURCHASERS THE RIGHT TO PURCHASE AND USE OUR PRODUCTS ONLY IF THE PURCHASER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT. PURCHASE OF THE PRODUCT DOES NOT GRANT ANY RIGHTS OR LICENSE FOR USE OTHER THAN THOSE EXPLICITLY LISTED IN THIS AGREEMENT.

BEFORE PLACING AN ORDER OR USING ANY PRODUCT, PLEASE READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY USE OF THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT, WHICH IS ACCESSIBLE FROM https://oterusbio.com/products/RUO/terms.

IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU AND THE ENTITY ARE EACH DEEMED A PURCHASER AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. BY PURCHASING AND/OR USING A PRODUCT, THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

NO VARIATION OF THIS AGREEMENT WILL BE BINDING UPON OTERUS BIO UNLESS AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF OTERUS BIO.

IF THE PURCHASER DOES NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, THE PURCHASER MUST IMMEDIATELY RETURN EACH PRODUCT UNOPENED FOR A REFUND.

## LIMITED USE LICENSE

THIS LIMITED USE LICENSE ("LICENSE") IS MADE A PART OF THAT CERTAIN LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT ("AGREEMENT") BETWEEN OTERUS BIOSYSTEMS INC. ("OTERUS BIO", "WE", "US" OR "OUR") AND THE PURCHASER ("PURCHASER", "USER", "YOU" OR "YOUR") IDENTIFIED IN THE INVOICE TRANSMITTED TO YOU FOR EACH PRODUCT WE SHIP TO YOU (THE "PRODUCT").

**GRANT OF LICENSE**. OTERUS BIO hereby grants to Purchaser a limited, nonexclusive, nontransferable, nonsublicensable, royalty-free license to use each Product FOR LABORATORY RESEARCH USE ONLY IN PURCHASER'S INTERNAL LABORATORY (the "Permitted use"). **This license does not permit any other use of the Product whatsoever. Any other use, including but not limited to any commercial use, shall require a**

**commercial use license with terms and conditions as specifically agreed by OTERUS BIO in each and every instance. If Purchaser or User desires to use a Product for any use whatsoever other than a Permitted use, Purchaser should contact Us at info@oterusbio.com.**

**PROHIBITED USES**. Except with the express written consent of OTERUS BIO, no Product shall at any time be used for any purpose whatsoever except the Permitted use. Prohibited uses include, but are not limited to:

a. Diagnostic, Clinical, or Therapeutic use;
b. Administration of Product or any material using Product to humans;
c. Reverse engineering, analyzing or otherwise attempting to derive the properties, composition, construction or method of manufacture of a Product, including but not limited to, analysis by physical, chemical or biochemical means;
d. Including a Product as a component of another product;
e. Alteration or removal of the product label and/or the OTERUS BIO mark of origin from any Product packaging;
f. Sale of a Product, Progeny, Modifications or Unmodified Derivatives thereof, whether or not such sale is limited for use in research; and
g. Any commercial use or other use except a Permitted use whatsoever.

**RESTRICTIONS**.

a. Purchaser may not use, copy, modify or transfer the Products, Progeny, Modifications or Unmodified Derivatives thereof to others in whole or in part except as expressly provided in this Agreement;
b. The Products contain trade secrets and intellectual property of OTERUS BIO, and the Purchaser may not reverse engineer, replicate, alter, or tamper with any Product, Progeny, Modifications or Unmodified Derivatives thereof, or authorize any Third Party to do any of the foregoing;
c. The rights granted hereunder to the Purchaser are personal to the Purchaser, and any attempt by the Purchaser to transfer or assign any of the rights, duties, or obligations hereunder is void and shall terminate this Agreement and the Purchaser's right to use Products;
d. Purchaser may not rent, lease, loan, resell or distribute a Product, Progeny, Modifications or Unmodified Derivatives thereof or any part thereof;
e. No right other than the Permitted use is granted to Purchaser whether expressly, by implication, by estoppel or otherwise; and
f. Products may be used only in compliance with all applicable statutes and regulations, it being agreed that PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FOREIGN AND DOMESTIC, FEDERAL, STATE, AND LOCAL STATUTES, ORDINANCES, AND REGULATIONS.

**OWNERSHIP**. Each Product is the property of OTERUS BIO and may be protected by patent, copyright, trade secret, trademark and other laws. The Product is provided to the Purchaser for use only under the terms of this Agreement, and the OTERUS BIO reserves all rights not expressly granted to the Purchaser.

**TERMINATION**. This Limited use License will terminate immediately without notice to the Purchaser if the Purchaser breaches a term of this Agreement, or if the Purchaser does not pay us or our distributor the full purchase price in accordance with the invoice terms for any Product.

**REQUIRED SAFETY PRECAUTIONS.** The Material Safety Data Sheet, Product Information Sheet and other materials provided by OTERUS BIO for each Product contain important information concerning the Product and describe precautions to be taken in the storage, handling, use and operation of the Product and in the maintenance of the health and safety of persons exposed to the Product, the public and the environment with respect to the Product. Purchaser is responsible for knowing all information and complying with all precautions disclosed in such documents, and the Buyer is responsible for conveying such information and precautions to the persons who may be exposed to the Products. Purchaser acknowledges that some of the products may be hazardous or could otherwise present a safety risk as may be outlined in any Safety Data Sheet, Product Information Sheet or any other label or document shipped with or otherwise associated with any of the Products. Purchaser agrees to use, store and otherwise handle each Product with such care and taking such safety precautions as is necessary or appropriate in each case. In no event shall OTERUS BIO be liable for any personal injury or any other damages arising from or as a result of use, handling, misuse or mishandling of a Product.

**RISK OF USE**. The microorganisms and subsequent growth on culture media deriving from the Products, Progeny, Modifications or Unmodified Derivatives thereof may be considered bio-hazardous. Purchaser confirms that its laboratory procedures comply with the handling and disposal of bio-hazardous materials, and that Purchaser's laboratory staff is qualified and properly trained to receive, process and store such materials. Purchaser assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the Products including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk. Purchaser agrees that any activity undertaken with the Products, Progeny, Modifications or Unmodified Derivatives thereof will be conducted in compliance with all applicable guidelines, laws and regulations.

**INDEMNIFICATION**. To the extent permitted under United States Federal or State law, Purchaser hereby agrees to indemnify, defend and hold OTERUS BIO and its officers, shareholders and agents harmless against any Third Party claims, losses, expenses, and damages (Including reasonable attorney's fees) arising out of or relating to the use, receipt, handling, storage, transfer, disposal and other activities related to the Products. Any resolution of a claim subject to this indemnification agreement will be subject to written consent by OTERUS BIO.

**LIMITATION OF LIABILITY**. IN NO EVENT WILL OTERUS BIO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR PRODUCTS (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE) EVEN IF OTERUS BIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF OTERUS BIO EXCEED THE TOTAL AMOUNTS PAID BY PURCHASER TO OTERUS BIO FOR PRODUCTS FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. PURCHASER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF A LIMITED REMEDY PROVIDED HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

**INTELLECTUAL PROPERTY**. The Products are or may be covered by one or more claims of issued patents and pending patent applications. Purchaser expressly acknowledges that OTERUS BIO retains ownership and all rights, title and interest in and to all patents, trademarks and copyrights, registered and unregistered, owned or held by OTERUS BIOSYSTEMS, INC.s Inc.

**INCORPORATION OF TERMS AND CONDITIONS OF SALE**. The Terms and Conditions of Sale and the Limited Warranty, each of which are part of this Agreement, are incorporated into this Limited Use License and made a part hereof.

## LIMITED WARRANTY

THIS LIMITED WARRANTY IS MADE A PART OF THAT CERTAIN LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT ("AGREEMENT") BETWEEN OTERUS BIOSYSTEMS INC. ("OTERUS BIO", "WE", "US" OR "OUR") AND THE PURCHASER ("PURCHASER", "USER", "YOU" OR "YOUR") IDENTIFIED IN THE INVOICE TRANSMITTED TO YOU FOR EACH PRODUCT WE SHIP TO YOU (THE "PRODUCT").

**LIMITED WARRANTY AND ITS LIMITATIONS**. Each Product supplied by OTERUS BIO is warranted to meet the specifications provided on our Product Information Sheet for such Product when used under normal conditions in Your laboratory for a period expiring on the date specified on the packaging of the Product. Should any Product fail to perform as specified before such expiration date (the "Product Warranty Period"), at our option, OTERUS BIO will replace the Product free of charge or credit the purchase price to the Purchaser's account. This limited warranty is Your exclusive remedy and limits our liability to the replacement of the Product or, at our option, full credit of the original purchase price of the Product. To obtain the exclusive remedy, Purchaser must report the failure to meet such specifications to OTERUS BIO within the Product Warranty Period.

**WARRANTY DISCLAIMERS**. THE LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCTS, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, STRICT LIABILITY, STATUTE, CONDUCT OR OTHERWISE), INCLUDING, WITHOUT RESTRICTION, ANY IMPLIED WARRANTY OF CONDITION OR QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THAT IT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, WILL BE LIMITED IN DURATION TO THE WARRANTY PERIOD STIPULATED UNDER THE ABOVE LIMITED WARRANTY. PURCHASER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS LIMITED WARRANTY SHALL APPLY EVEN IF A LIMITED REMEDY PROVIDED HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

**CONSEQUENTIAL DAMAGES**. IN NO EVENT WILL OTERUS BIO BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE IMPROPER STORAGE, USE BEYOND EXPIRATION DATE, ACCIDENTAL DAMAGE TO THE PRODUCT OR ANY COSTS ARISING FROM THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE, THE PRODUCT, HOWEVER ARISING (WHETHER IN CONTRACT, TORT, NEGLIGENCE PRINCIPLES OF MANUFACTURER'S LIABILITY, STRICT LIABILITY, OPERATION OF LAW, CONDUCT OR OTHERWISE).

## TERMS OF SALE

THIS TERMS OF SALE AGREEMENT IS MADE A PART OF THAT CERTAIN LIMITED USE LICENSE, LIMITED WARRANTY AND TERMS OF SALE AGREEMENT ("AGREEMENT") BETWEEN OTERUS BIOSYSTEMS INC. ("OTERUS BIO", "WE", "US" OR "OUR") AND THE PURCHASER ("PURCHASER", "USER", "YOU" OR "YOUR") IDENTIFIED IN THE INVOICE TRANSMITTED TO YOU FOR EACH PRODUCT WE SHIP TO YOU (THE "PRODUCT").

**ACCEPTANCE.** These Terms and Conditions of Sale (these "Terms") shall govern all orders for the purchase of products from OTERUS BIOSYSTEMS, INC. (hereinafter referred to as "OTERUS BIO", "we" or "our"). The purchaser (hereinafter referred to as "Purchaser", "You", or "Your") will be deemed to have assented to these Terms by ordering products. No variation of these terms and conditions will be binding upon OTERUS BIO unless agreed to in writing and signed by an authorized officer of OTERUS BIO. PLEASE READ ALL OF THESE TERMS BEFORE YOUR USE OF ANY OF OUR PRODUCTS. BY USE OF THE PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SALE, WHICH IS ACCESSIBLE FROM https://oterusbio.com/ AND IS INCLUDED WITH EACH SHIPMENT OF PRODUCTS TO YOU.

**PAYMENT TERMS.** All invoices are issued prior to the time of shipment and are payable within 15 days thereafter unless otherwise agreed by OTERUS BIO. You agree that payment will be made in accordance with the instructions on the invoice issued to You. Please contact us for bank account details when submitting remittance by bank wire transfer.

Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between OTERUS BIO and Purchaser will be paid by Purchaser in addition to the purchase price. If OTERUS BIO is required to pay any such tax, fee or charge, then Purchaser will reimburse OTERUS BIO immediately upon receiving a request in writing from OTERUS BIO.

**PRICES.** You may contact OTERUS BIO for a current price list. Prices are subject to change without notice.

**SHIPPING AND DELIVERY.** North America: All Canada and U.S. orders are shipped from an OTERUS BIO facility in North America FOB Origin, Prepay and Add. Under this term, transportation and cargo insurance will be arranged for and paid by OTERUS BIO on behalf of Purchaser, OTERUS BIO will invoice and Purchaser will reimburse OTERUS BIO for these

costs. The shipping address must be a verified institution in the life science research industry unless an alternate address is expressly approved by us. We do not ship to residential addresses.

International: All OTERUS BIO international orders are shipped FCA Origin (Incoterms 2020). OTERUS BIO will act as a transportation agent and will assume responsibility to arrange for and pay for transportation and insurance on behalf of the Purchaser to the point of entry in the Purchaser's country, OTERUS BIO will invoice and Purchaser will reimburse OTERUS BIO for these costs. For International shipments, the Purchaser assumes all responsibility for the importation of the product into the Purchaser's country, including obtaining all required permits, licenses or certificates. OTERUS BIO shall not be liable, under any circumstances, for the failure of any government authority to issue such permits, licenses or certificates, and any such failure shall not relieve Purchaser of its obligation to pay the full purchase price, transportation costs and insurance costs in accordance with the Payment Terms.

North America and International: Risk of loss or damage to the products, as well as the obligation to bear any costs relating thereto, shall pass to the Purchaser upon OTERUS BIO making delivery to a commercial carrier at OTERUS BIO's facility in good condition. Title to each Product shall pass from OTERUS BIO to Purchaser when OTERUS BIO has been paid the purchase price, shipping and transportation costs and interest (if applicable) in full.

**CLAIMS AND RETURNS.** Product returns will not be accepted by OTERUS BIO without prior written authorization. Request to return products must be made within seven days of receipt of the Product. OTERUS BIO reserves the right to test a sample of the product prior to authorizing the return of the remaining product and to deny return if, in the opinion of OTERUS BIO, the product complaint is a result of inappropriate usage or handling rather than a failure of the product to meet specifications as outlined on our Product Information Sheet for the product, when used under normal conditions in Your laboratory. Return of custom products will not be authorized if such product meets the specifications on the custom order form.

**AUTHORIZED USES.** Products are sold for laboratory Research use Only, Not for Diagnostic, Clinical or Therapeutic use. **Purchaser shall not reverse-engineer, analyze or otherwise attempt to derive the properties, composition, construction or method of manufacture of any of the products, including but not limited to, analysis by physical, chemical or biochemical means and shall not cause a third party to do the same.** We reserve the right to refuse any order we believe involves an unauthorized or unsafe use.

**NO RESALE.** The Purchaser shall not i) include a Product or any portion or component thereof as a component of another product or ii) make products or any portion of them in any way, shape or form, including as a component of another product, available for the purpose of further resale or alter or iii) remove the product label and/or the OTERUS BIO mark of origin without the express written permission of OTERUS BIO, which permission may be arbitrarily withheld.

**WARRANTY.** The Limited Warranty which is part of this Agreement, including its limitations, disclaimers and exclusions, is the only warranty applicable to all products shipped by OTERUS BIO to the Purchaser.

**INDEMNITY.** Purchaser shall, at Your own expense, indemnify, defend and hold OTERUS BIO, its directors, officers, employees, agents, successors and assigns ("OTERUS BIO

Indemnitees"), harmless from and against any and all losses, costs, damages and expenses (including, reasonable attorneys' fees and other costs of defending any action) (collectively, "Losses") that we may incur in any way arising out of or relating to (a) any breach by You of Your obligations under these Terms, (b) any use of a Product not in compliance with the uses stated in the Product Information Sheet for such product, (c) any failure of You to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (d) any violation or infringement of any patent, trade secret, copyright, trademark, industrial design, licenses, or other intellectual or proprietary rights ("Intellectual Property Rights") of a third party by You in the handling or use of any Products, or (e) any other use or misuse of a Product by You including without limitation any claim of product liability or any similar claim relating to the quality of a Product or an alleged defect or deficiency in any such product.

**REQUIRED SAFETY PRECAUTIONS.** The Safety Data Sheet, Product Information Sheet and other materials provided by OTERUS BIO for each Product contain important information concerning the Product and describe precautions to be taken in the storage, handling, use and operation of the Product and in the maintenance of the health and safety of persons exposed to the Product, the public and the environment with respect to the Product. Purchaser is responsible for knowing all information and complying with all precautions disclosed in such documents, and the Buyer is responsible for conveying such information and precautions to the persons who may be exposed to the Products. Purchaser acknowledges that some of the products may be hazardous or could otherwise present a safety risk as may be outlined in any Safety Data Sheet, Product Information Sheet or any other label or document shipped with or otherwise associated with any of the Products. Purchaser agrees to use, store and otherwise handle each Product with such care and taking such safety precautions as is necessary or appropriate in each case. In no event shall OTERUS BIO be liable for any personal injury or any other damages arising from or as a result of use, handling, misuse or mishandling of a Product.

**GDPR.** You agree that use of Your contact information by OTERUS BIO is necessary for the processing of Your purchases and that explicit consent to use such information for such purposes under the General Data Protection Regulation is not required.

**PRIVACY POLICY.** Purchaser acknowledges and accepts that the terms of OTERUS BIO's privacy policy are incorporated by reference hereto and Purchaser consents that OTERUS BIO may collect and use certain information in accordance with its privacy policy. (https://oterusbio.com/data/Oterus_Privacy_Policy_V1_2_2026-08-05.pdf)

**INTELLECTUAL PROPERTY RIGHTS.** All intellectual property rights in and to the Products, including all designs, specifications, formulations, software, documentation, and underlying technology, are and will remain the sole and exclusive property of OTERUS BIO. The sale of any Product does not grant, by implication or otherwise, any license or other rights under any OTERUS BIO intellectual property. No title or ownership rights are transferred to the Purchaser through the purchase, use, or possession of the Products.

The Purchaser is responsible for ensuring that its use of the Products, including any modifications, combinations with other materials or equipment, or use outside the intended purpose, does not infringe any third-party intellectual property rights. OTERUS BIO shall not be liable for any losses or damages arising from third-party intellectual property claims resulting from the Purchaser's use of the Products outside their intended and authorized use.

All rights not expressly granted are reserved by OTERUS BIO.

**FORCE MAJEURE.** If delivery of any Product is prevented or delayed by reason of acts of God, war (declared or undeclared), act of a public enemy, embargo, blockade, riot, strike, labor disputes, lockout, fire, flood, earthquake, hurricane, tidal wave, epidemic, pandemic, quarantine, law, order, proclamation, regulation, ordinance, demand, action or inaction by any governmental instrumentality or any similar event beyond the reasonable control of OTERUS BIO, deliveries of the Products will be deemed suspended so long as any such cause prevents or delays them. If non-performance continues due to force majeure for 60 consecutive days, OTERUS BIO will have the right to cancel such suspended deliveries without liability upon 30-day written notice to Purchaser.

**SEVERABILITY.** If any provision of these Terms or any part of any provision of this Agreement (in this section called the "Offending Provision") is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws or regulations or any other requirements having the force of law, then the remainder of these Terms will remain in full force and effect as if these Terms had been executed without the Offending Provision.

**GOVERNING LAW, JURISDICTION AND VENUE**. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of New Jersey as those laws are applied to contracts entered into, and to be performed entirely in New Jersey by New Jersey residents. Any legal suit, action or proceeding arising out of, or relating to this Agreement, shall be commenced in U.S. District Court for the District of New Jersey or the Superior Court of New Jersey, Newark, New Jersey, and each Party hereto irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and waives any right which it may have to transfer or change the venue of any such suit, action or proceeding, except that in connection with any suit, action or proceeding commenced in a state court, each Party retains whatever right it may have to remove such suit, action or proceeding to the U.S. District Court for the District of New Jersey. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**WAIVER**. No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future.

**ASSIGNMENT**. Neither this Agreement nor any of the Purchaser's rights or obligations hereunder may be assigned by the Purchaser in whole or in part without the prior written approval of OTERUS BIO. Any other attempted assignment shall be null and void.

**COMPLETE AGREEMENT**. These Terms and Conditions of Sale, together with the Limited Use License and Limited Warranty which are part of this Agreement, and together with the Company's Product Information Sheets and Safety Data Sheets, is the complete and exclusive statement of the agreement between OTERUS BIO and the Purchaser and supersedes and replaces any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. Any proposal for additional or different terms from those in these Terms or the above-listed documents or any attempt by Purchaser to vary in any degree any of the terms of this Agreement is hereby objected to and rejected, but such proposals shall not operate as a rejection of these Terms,

which shall be deemed irrevocably accepted by Purchaser without said additional or different terms, unless OTERUS BIO specifically agrees to same in writing. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of OTERUS BIO. PURCHASE AGREES BY ORDERING FOR DELIVERY, PAYING FOR OR ACCEPTING ANY PRODUCT, AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

**INCORPORATION OF LIMITED USE LICENSE AND LIMITED WARRANTY**. The Limited Use License and the Limited Warranty, each of which are part of this Agreement, are incorporated into this Limited Use License and made a part hereof.