

ACCEPTANCE AND TERMS AND CONDITIONS: By completing and submitting this purchase order ("Purchase Order"), the person(s) named in this Purchase Order (the "Customer") agrees to be bound by and to comply with these terms and conditions of purchase (hereinafter, the "Terms and Conditions"), including any properly authorized supplements thereto which are incorporated herein by reference, and are collectively referred to as the "Agreement." These Terms and Conditions set forth the entire terms and conditions applicable to the manufacture and supply by New England Peptide LLC a Delaware limited liability company ("NEP"), of products (the "Products") for sale to Customer. All sales are subject to and expressly conditioned upon these Terms and Conditions and upon Customer's consent thereto.

- 1. Use of Products.** NEP supplies the Products solely for research use by Customer. Customer understands that the Products are not made to GMP standards and are not intended for use in humans.
- 2. Changes and Cancellation.** NEP reserves the right to refuse or cancel any Purchase Order in whole or in part by notice to Customer if NEP reasonably determines that it cannot successfully or safely manufacture the Products as ordered, or that the manufacture, sale or use of the ordered Products is likely to violate any applicable law or regulation. This Purchase Order may be not be changed or cancelled by Customer unless such change or cancellation is expressly agreed to in writing by NEP. If after three (3) attempts at synthesis of a Customer's Product(s), NEP has not achieved the desired yield, Customer will have the option of canceling the Purchase Order or converting the Purchase Order to a research project. If the latter option is selected, NEP and Customer will negotiate in good faith the appropriate terms for the research project.
- 3. Reservation of Rights.** NEP acknowledges that any detailed specifications for any custom product ("the Specifications") shall remain Customer's property. The parties agree that NEP owns all excess peptide and antibody product of any requested yield under any Purchase Order and NEP may use such excess Product to fill future orders for its customers. The parties agree that NEP may electronically document its scientific observations and results therefrom relating to NEP's performance under this Agreement, and NEP may use such data to generally provide services and products for its customers. Nothing contained in this Agreement shall grant or transfer to Customer any right, title or interest in any of NEP's patents, copyrights, trademarks, trade secrets or other proprietary rights.
- 4. Payment and Delivery.** All prices are FOB a facility of NEP's designation and are exclusive of further costs, including, but not limited to, shipping and handling and all domestic and foreign taxes, excises, duties and the like, which further costs Customer shall be responsible for paying in addition to the quoted prices. Payment terms are net thirty (30) days from the date of Product shipment to Customer. NEP reserves the right to ship and invoice Customer for partial orders if one or more units is delayed for any reason. In the event of a payment default, Customer shall be responsible for all of NEP's costs of collection, including court costs, filing fees and attorneys fees.
- 5. NEP Representations and Warranties.** THE PRODUCTS AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS-IS" AND WITHOUT INDEMNITY OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR OTHERWISE. CUSTOMER, AND NOT NEP, SHALL BE LIABLE FOR ANY USE IF THE PRODUCTS OR THE PROGENY OR DERIVATIVES, AND FOR ANY RECALL, LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH THE USE, HANDLING OR STORAGE OF THE PRODUCTS OR THE PROGENY OR DERIVATIVES AFTER DELIVERY TO CUSTOMER.
- 6. Customer Representations and Warranties.** Customer's submission of the Purchase Order, or payment for any order, conclusively constitutes Customer's representation and warranty that neither the Specifications nor NEP's use of them for purposes of manufacturing and selling Product, nor Customer's use of any Products, will violate any applicable law or regulation, or misappropriate or infringe upon any intellectual property and other proprietary rights, contracts or other third party interests anywhere in the world, including without limitation laws as to hazardous or infectious materials or agents, the use or release of modified organisms, patents, copyrights, trademarks, trade names, know-how protection, trade secrets and exports.
- 7. Indemnification.** Customer agrees to indemnify NEP and its affiliates and their officers, agents and employees from and against any liability or loss incurred by any of them to the extent arising out of the Specifications or out of Customer's, or any of Customer's affiliates, use of the Products or their progeny or derivatives.
- 8. Special Damages.** NEP SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY USE OF THE PRODUCTS. IN NO EVENT SHALL NEP'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THIS AGREEMENT OR THE SALE OF THE PRODUCTS EXCEED THE AMOUNT PAID OF PAYABLE BY CUSTOMER TO NEP FOR THE PURCHASE PRICE OF THE PRODUCTS UNDER THIS AGREEMENT.
- 9. Termination.** Either party may terminate this Agreement at any time by giving the other party at least thirty (30) days' advance notice.
- 10. Miscellaneous.** NEP's failure to strictly enforce any of these Terms and Conditions or to exercise any right arising under this Agreement shall not constitute a waiver of NEP's right to strictly enforce such Terms and Conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies NEP may have at law or in equity. Any waiver by NEP of a default by Customer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. The section headings contained in this Purchase Order are for convenience only and are not to be relied upon to interpret any provision of this Purchase Order. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective affiliates, heirs, personal representatives, successors and assigns. No variation of these Terms and Conditions shall be binding upon NEP. If any provision of these Terms and Conditions is for any reason found illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and such finding or holding shall not affect the legality, validity or enforceability of the remaining provisions of these Terms and Conditions. If NEP is in whole or in part unable to perform any of its obligations under this Agreement due to causes beyond its reasonable control, such performance shall be excused or the time for such performance shall be extended. To the extent that any of these Terms and Conditions conflict with any term, condition, or provision contained in another agreement between the parties listed below, then the applicable term, condition, or provision contained in any of the following agreements will prevail in priority order as follows, as applicable: (1) Manufacturing and Supply Agreement, (2) Confidentiality Agreement, (3) these Terms and Conditions. Any notice to either party required or permitted under this Agreement shall be in writing and shall be effective upon receipt at such party's regular business address. This Agreement and all related acts and transactions shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, USA.