

Further Manufacture Terms and Conditions

Performance of Services

SDIX, LLC., d/b/a SDIX, offers a full range of services for generating and supplying polyclonal and monoclonal antibodies ("Services"). SDIX shall use commercially reasonable efforts to perform the Services in accordance with this Quotation.

Deliverables from Services

"Deliverables" shall mean the antibodies ("Product"), hybridoma cell lines and any information and data supplied in the performance of Services subject to the use limitations set forth below.

Payments and Delivery

SDIX will invoice Client according to the prices set forth in this Quotation. Product will be shipped F.O.B. from SDIX's manufacturing facility to any location designated by Client. Unless otherwise agreed to in writing by SDIX, all transportation charges and packaging expenses shall be added to the invoiced amount and paid by Client. SDIX reserves the rights to ship Product freight collect. Title and risk of loss and/or damage to Product shall pass to Client upon SDIX's making delivery to a carrier in good condition.

Unless otherwise specified in this Quotation, all amounts due to SDIX hereunder shall be paid by Client within thirty (30) days of receipt of invoice. All amounts not paid within such thirty (30) days are subject to a charged service fee of two percent (2%) per month. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Client and SDIX shall be paid by Client in addition to the prices quoted or invoiced. In the event that SDIX is required to pay any such tax, fee or charge, Client shall reimburse SDIX therefore or, in lieu of such payment, Client shall provide SDIX at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Prices are subject to change without notice except where otherwise specifically provided in a written quotation signed by an authorized SDIX representative. All quotations are valid for ninety (90) days from date of issue.

Use of Deliverables

Deliverables from Services are intended for "Further Manufacture" and are **NOT** for human therapeutic use. Client agrees to comply with the provisions of applicable federal, state and local statutes, rules and regulations in connection with the use of all Deliverables. Client covenants and agrees not to use the Deliverables except as otherwise permitted hereunder.

Limited Warranty

SDIX's sole warranty with respect to the Services is that SDIX will perform all Services in accordance with the standard of performance set forth above. SDIX's only obligation with respect to the foregoing warranty shall be, at its option, to either repeat the Service or to refund the price paid for the Service, provided that the Client notifies SDIX within five (5) days of receipt of any warranty claim. SDIX's liability under any warranty claim shall not exceed the refund of the price paid by Client for any Service.

SDIX does not warrant that Deliverables will not infringe the claims of any United States or other patents.

EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, SDIX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, PERFORMANCE, SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SDIX SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY LOSS, DAMAGE OR OTHER CONSEQUENCE INCLUDING PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT OR ANY OTHER PARTY AS A DIRECT OR INDIRECT RESULT OF THE SERVICES OR THE USE OF DELIVERABLES.

Ownership

Client shall be the owner of any materials provided to SDIX in connection with the Services ("Client Materials"), Deliverables and all intellectual property rights generated by Client while using the Deliverables as permitted hereunder. SDIX shall use Client Materials for the sole purpose of performing Services. All technology and discoveries, inventions, developments, sequence information, modifications and improvements that are conceived, discovered, invented, developed or reduced to practice in the performance of Services and all intellectual property rights SDIX generates in the performance of the Services, shall be the sole and exclusive property of SDIX.

Indemnification

Client shall indemnify and hold SDIX harmless for any loss, damage or other consequence suffered by Client or any other party as a direct or indirect result of the Services or the use of Deliverables by Client. SDIX will (a) provide Client reasonably prompt notice in writing of any such claim or action and permit Client, through counsel reasonably acceptable to SDIX, to answer and defend such claim or action and (b) provide Client with information, assistance and authority, at Client's expense, to help Client to defend any claim or action. Client will not settle any claim or action on SDIX's behalf without first obtaining SDIX's written permission, which permission will not be unreasonably withheld.

Acceptance and Governing Provisions

SDIX accepts Client's order expressly conditioned on Client's acceptance of the terms and conditions contained herein, whether additional to or different from those contained in Client's purchase order or any other form or document heretofore or hereafter supplied by Client to SDIX. SDIX's failure to object to provisions contained in any purchase order or any other form or document shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provision. SDIX is only responsible for performing Services agreed upon in a writing by SDIX and Client. No change of any term or condition or of any of SDIX's rights and remedies hereunder shall be binding on SDIX, nor shall the order hereby acknowledged be canceled or changed by Client, unless SDIX shall expressly consent thereto in a writing signed by SDIX. These terms and conditions shall be interpreted and enforced in accordance with the laws of the State of Delaware, U.S.A., without regard to its provisions governing conflicts of law.