

Terms and Conditions of Use - Sales

1. Scope

NCMA Customers acknowledge and agree that all biological materials that are purchased from the NCMA fall under the NCMA's sole control and ownership, unless a negotiated (written) contract with the original depositor(s) specify otherwise.

The terms and conditions of sale set forth in these Terms and Conditions shall apply to all NCMA culture samples, other related products, as well as services, provided by the NCMA to its Customers. The NCMA does not accept any terms and/or conditions contrary to these Terms and Conditions, except if a separate (written) contract has been negotiated in good faith between the Customer and the NCMA that may provide exceptions to the Terms and Conditions stated herein.

2. Terms and Conditions of Use

On complete payment for delivered NCMA culture samples and/or other related products, the Customer acquires internal research use rights for the NCMA culture samples and/or other related products. For sake of clarity, such internal research use rights do not include the transfer of any intellectual property rights associated with the NCMA culture samples and/or other related products to the Customer. The use of NCMA culture samples and/or other related products is restricted to the facility of the Customer. Commercial distribution to third parties or resale of NCMA culture samples and/or other related products is not permitted, unless there is prior written consent from the NCMA and potentially the written acceptance of any additional provisions and limitations imposed upon the NCMA by a third party (e.g., the depositor of the progenitor culture sample).

Furthermore, genetic manipulation or other modification of NCMA culture samples for commercial purposes or the commercial production of a metabolite or other compound derived from either an original NCMA culture sample or from a genetically-manipulated or otherwise modified version of an NCMA culture sample is not permitted, except and only if a separate (written) contract has been negotiated in good faith between the Customer and the NCMA that may provide exceptions to the Terms and Conditions of Use stated herein.

For the sake of clarity, the NCMA **strongly encourages entrepreneurial/commercial use of purchased culture samples by its Customers**. However, it is necessary that such uses be governed by a separate (written) contract that has been negotiated in good faith between the Customer and the NCMA.

Please note that certain products may require a Material Transfer Agreement - this will be determined during the ordering process. In case of third-party intellectual property rights, the Customer may only use the NCMA culture samples and/or other related products after written acceptance of any additional provisions and limitations imposed upon the NCMA by such third party.

Culture samples or other related products sold by the NCMA are not for internal use in humans or in animals.

3. Purchase of Toxic Culture Strains

To purchase a toxic culture strain, the NCMA requires that a "responsible person" acknowledges and agrees to the Terms and Conditions stated below. The NCMA defines a "responsible person" as possessing at a minimum, a bachelors degree in a relevant scientific discipline, but preferably, the lead scientist, professor or department chair who will be overseeing the research in which the toxic culture strain will be utilized.

For sake of clarity, associated post-doctoral research scientists, technicians, adjunct faculty members, or equivalent personal, will also be considered to be a "responsible person."

Cultured cells or materials derived from cells of a toxic culture strain must be treated as toxic organic chemicals and that the Customer shall dispose of cells and cellular materials properly and in a safe manner that meets all governmental requirements for the disposal of toxic organic chemicals. Further, the Customer will not distribute any toxic culture strain(s) to others (including colleagues or collaborators) without first obtaining express written permission from the NCMA to do so.

The NCMA reserves the exclusive right, at its sole discretion, to confirm the identity and/or technical qualifications of a purchaser prior to shipment of toxic culture strain(s).

The NCMA reserves the exclusive right, at its sole discretion, to refuse shipment of a toxic culture strain for any reason or no reason.

4. United States Export Control Compliance

The NCMA's products, programs and services are subject to the United States' export laws, rules, treaties, regulations and international agreements. All Customers shall assume the responsibility of abiding by the United States' export laws, rules, treaties, regulations and international agreements along with applicable foreign laws when transferring selling importing exporting, re-exporting, deemed exporting, diverting or otherwise disposing of such products, programs and services. By reviewing these Terms and Conditions of Sale, the Customer represents that they: (i) are not in a sanctioned country; (ii) are not an individual or an entity whose access to the NCMA's culture samples is restricted by the United States export laws, rules, treaties, regulations

or international agreements; and (iii) have any and all necessary U.S. and foreign governmental registrations and/or export licenses.

5. Purchase of Cryopreserved Culture Strains

The Customer acknowledges that ordering any culture sample that must be thawed from cryopreservation may delay shipment of the sample for up to two (2) months. The Customer also acknowledges that, due to the inherent unpredictability of biological materials, cryopreservation thaws are not always successful. In the event a cryopreserved culture strain cannot be shipped, the Customer will receive full payment credit on a future order from the NCMA.

Note that a restocking fee of \$100 will be assessed for each cryopreserved culture strain that has been thawed for a purchase order, but whose purchase order is cancelled at any time prior to shipment by the NCMA.