



Order Terms and Conditions

These Order Terms and Conditions apply to your purchase of catalog products, custom products and services.

Order acceptance

The following defines the terms and conditions upon which Lena Biosciences accepts orders for products and services, hereafter designated as the entire agreement (“Agreement”) between the parties. These terms and conditions supersede any document or agreement sent to Lena Biosciences by Buyer. By placing order, Buyer agrees to have accepted these terms and conditions.

Changes to Order Terms and Conditions

Lena Biosciences reserves the right to change or modify this Agreement at any time without prior notice. Any changes or modifications are effective upon posting of the revisions on the Site. **This Agreement was last modified on June 1, 2023.**

Order placement and payment terms for catalog and custom products

Orders can be placed online at <https://www.lenabio.com/> or by contacting sales@lenabio.com. For online ordering, Lena Biosciences uses Stripe for payment processing.

For purchase orders and orders placed using quotations, Buyer is invoiced when the order is received. Terms are net 30 days from the date of invoice. Buyer warrants that required funds are available for any order placed or agreement executed with Lena Biosciences.

For services, a non-refundable upfront fee of 30% is charged for orders exceeding \$10,000. Buyer is invoiced when service is completed and report sent to Buyer. Terms are net 30 days from the date of invoice. Buyer warrants that required funds are available for any order placed or agreement executed with Lena Biosciences.

For all orders, if Buyer fails to pay any invoice when due, Lena Biosciences will charge a late payment fee using the maximum permissible rate under the Georgia law, per month on the outstanding balance, and delay shipment or suspend services under any agreement.

Pricing

For catalog products, price lists are available at Lena Biosciences website (<https://www.lenabio.com/>, the “Site”). Lena Biosciences reserves the right to change prices without notice. For custom products and services, please email sales@lenabio.com and we will prepare a quote.

Tax (domestic shipments)



The list price does not include any Federal, State or local taxes. Applicable taxes are listed separately on the invoice. If Buyer's organization is tax-exempt, please email a copy of the tax exemption certificate to sales@lenabio.com prior to placing the order.

Duty, tax and other clearance charges (international shipments)

For international shipments, Lena Biosciences' does not collect tax, duty etc. Duty, tax and other clearance charges are added to the commercial invoice by the carrier (FedEx) and billed separately.

Minimum order

No minimum order is required, unless explicitly written otherwise.

Order additions and revisions

Once the order is placed, it cannot be revised or cancelled. Additions to orders will be placed on a separate order with separate shipping charges.

Shipping and handling

SeedEZ and GradientEZ products are shipped within two business days after placing order. All other orders for products are shipped within one week. Lena Biosciences is committed to delivering your order quickly and cost-effectively. All products listed in order are shipped at the same time.

Products are sold (FOB) our facility. Lena Biosciences is not liable for any loss or damage during the course of shipment, nor weather extremes causing delays in delivery. Freight or shipping and handling charges are prepaid and added to the invoice.

Inspection, returns and replacements

We want you to receive your order in good condition. Lena Biosciences must be notified of defective products on delivery and/or order shortage within 2 business days after order receipt, or the order will be considered accepted by Buyer.

A return authorization is required for all returns. Lena Biosciences must be notified within 5 business days after receipt of the product for return request. Please email sales@lenabio.com. In case of a Buyer's purchasing error, the authorization will not be granted. Special order and custom products or products which cannot be resold cannot be returned, unless defective. Lena Biosciences may choose to verify any performance problems prior to authorizing return or replacement.

With the exception of a defective product, return shipping costs are paid by Buyer. All returns without a confirmed performance problem are subject to a restocking fee of 25% of the purchase price, or a \$25 fee, whichever is greater.

All returns must be shipped within 10 business days from the order receipt or the credit will not be issued. Refund will be processed within 10 business days after the return product is received.



Please contact Lena Biosciences to request authorization for product return, replacement, or any other information or clarification of Lena Biosciences policies.

Special orders and custom products

Special orders and custom products are warranted only to conform to the description on the product label. Lena Biosciences sole liability is to either replace the product or refund the purchase price, if the product does not conform to the quantity and contents stated on the product label.

Lena Biosciences will produce the products according to the Buyer specifications, instructions or other directions. If we find that we cannot produce the product at your specifications and instructions, we will notify you as soon as possible and you will not be charged any expenses incurred by us in connection with a declined product. Product testing may be available for an additional fee upon executed Services Agreement.

Product specifications

Product specifications are subject to change without prior notice.

Intellectual property rights and prohibition of resale

Unless expressly stated otherwise, purchase grants Buyer a limited, non-transferable right under such product intellectual property for Buyer's personal use of the quantity of the product purchased for Buyer's internal research purposes. Buyer is considered end user.

No right to resell our products or any of their components in whole or in part either as a stand-alone product or as a component of any other product is conveyed expressly, by implication, or by estoppel. Unless expressly stated otherwise, Lena Biosciences gives Buyer no rights to use products in commercial applications, including, without limitation, manufacturing, quality control or for-fee commercial services.

To request rights for commercial use of products please contact legal@lenabio.com.

Nothing in this Agreement limits our ability to enforce our intellectual property rights. Buyer agrees to indemnify and hold harmless Lena Biosciences against any claims or damages relating to the failure to have sufficient rights.

Handling, storage and disposal following the receipt of products

Upon receipt, products need to be handled, stored, and disposed of under conditions indicated by their technical data sheets.

Product use restrictions

Unless expressly stated otherwise, all products are for IN VITRO RESEARCH USE ONLY, AND NOT FOR HUMAN OR ANIMAL THERAPEUTIC OR DIAGNOSTIC USE.



Unless expressly stated otherwise, Lena Biosciences products are not validated for clinical, therapeutic or diagnostic use; for use in animals or humans; or reviewed by a regulatory agency, government body or other organization.

You are solely responsible for the product use, and compliance with the applicable laws, regulations and government policies.

Lena Biosciences is not liable for misuse of any product. For information regarding the intended product use, please see the product specification at <https://www.lenabio.com/> or the technical data sheet. If you need further guidance, please email support@lenabio.com.

Limitation of liability

Lena Biosciences liability is limited to replacement of the product or refund of the purchase price. Additional disclaimers may apply to custom products. Such disclaimers will appear in a quote or other documents accompanying a custom order. No warranties apply to products which were misused, improperly handled, or improperly maintained.

Indemnification

BUYER ACKNOWLEDGES FULL RESPONSIBILITY FOR ITS USE OF ANY LENA BIOSCIENCES PRODUCT AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LENA BIOSCIENCES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES AGAINST ANY AND ALL THIRD PARTY LIABILITIES ARISING FROM SUCH USE.

Governing law

Any order placed or contract made with Lena Biosciences is governed by the laws of the State of Georgia, United States of America.

Acceptance of terms

If the above terms are not acceptable to Buyer, Buyer will promptly return all products to Lena Biosciences in the package in which they were received. Failure to promptly return all the products or any use of any of the products constitutes acceptance of the above terms.