

TERMS AND CONDITIONS OF SALE

1. GENERAL TERMS AND ACCEPTANCE

If there is a signed written agreement between a person or entity placing a supply order (a “Customer”) and AllCells, LLC (“AllCells”) governing the purchase of AllCells goods or services (the “Products”), that written agreement shall govern such purchases. In the absence of such definitive agreement, these terms and conditions (the “Terms”) apply to all Products purchased by Customer and may not be altered, supplemented, or amended by Customer through the use of any other document(s). By purchasing Products from an AllCells ordering site, or approving and delivering an AllCells’ quote or purchase order along with a guarantee of payment (an “Order”), Customer agrees to be bound by these Terms, as such Terms may be updated and amended from time to time. Any attempt to alter, supplement, or amend these Terms, or to enter an Order for Products that is subject to altered or additional and conditions, will be null and void, unless otherwise agreed to in a written document signed by both Customer and AllCells. These Terms do not supersede, waive or otherwise affect any security agreements, guarantees, credit applications or other agreements between Customer and AllCells.

2. PRICES, TAX, DELIVERY CHARGES

AllCells may change pricing for products and services at any time without notice. AllCells reserves the right to cancel any Order placed based on incorrect pricing or availability information.

Sales tax will be included where applicable. If any federal, state, or local tax currently or in the future is levied on AllCells in a jurisdiction where AllCells or Customer does business, and such tax relates to the Products or business transactions, AllCells reserves the right to adjust the net cost of the Products or separately invoice the applicable tax liability in such jurisdiction.

The Customer shall be responsible for all delivery charges and related costs, including shipping & handling, upon delivery of Products as indicated on the Order or invoice, as applicable, on a per shipment basis. Shipping & handling charges may vary according to the weight of the package and shipping options.

3. ORDER FULFILLMENT POLICIES

AllCells reserves the right to refuse service to anyone. Quotes are not binding upon either party until AllCells delivers the final sales order to Customer. AllCells’ issuance of a sales order shall represent the Customer’s irrevocable commitment to pay for such Order. AllCells will not ship any Order until guarantee of payment is provided.

Customer acknowledges that there are lead times associated with the collection, processing and fulfillment of Orders. At all times, AllCells may, in its sole discretion, change or modify conditions of product collection, processing, manufacturing, packaging or labeling without providing notice to Customer, unless specific processing requirements are part of a sales order, or a separate valid, written, executed agreement between Customer and AllCells.

Customers may request a specific donor for an Order. AllCells cannot guarantee that a requested donor will be available. In the event that an Order cannot be fulfilled with the requested donor due to lack of availability, AllCells will use commercially reasonable efforts to find a mutually agreeable substitute. Customer may also be eligible to receive a refund for any prepaid reservation fees if the requested donor is unavailable.

AllCells is not liable for incomplete Orders caused by unforeseeable circumstances beyond AllCells’ control. Circumstances beyond AllCells’ control may include acts of God, third-party labor strikes, industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war (a “Force Majeure Event”) or donor collection and processing issues. If a Force Majeure Event precludes AllCells’ from providing the Products for more than sixty (60) days, the Customer may have the option to reschedule any affected Orders or receive a refund for any prepaid Products that were not delivered.

thereunder. In the event that AllCells is unable to fulfill an order due to donor or collection issues, AllCells will promptly notify Customer of such circumstances. Customer and AllCells will work together in good faith within thirty (30) days to agree to reschedule or modify the Order or resolve payment or credit arrangements, as applicable, for any unfulfilled Orders. A refund or partial refund from AllCells for any or prepayments for the terminated portion of the Order is the sole and exclusive remedy for AllCells' inability to fulfill or an Order due to a Force Majeure Event or donor collection issues.

4. CHANGE ORDERS, CANCELLATION, and CHANGE FEES

Once AllCells has issued a sales order, any subsequent requests by Customer to change, modify or cancel such Order will be deemed a Change Order. A "Change Order" includes, without limitation, any of the following Customer requests to: cancel an Order, reschedule, modify donor specifications, expand donor testing prior to original collection date, collection volume, collection date/time, collection requirements, processing requirements, product specifications, packaging, labeling, or shipping. Each Change Order will be subject to a separate minimum fee of no less than twenty percent (20%) of the original Order amount (the "Change Fee"). The Change Fee for cancellations is one-hundred percent (100%) of the Order.

All Change Orders must be requested in writing and approved in writing by AllCells. AllCells does not guarantee that Change Orders can be accommodated. In some cases, a new Quote and Order may be required, including the corresponding Change Fee(s).

5. DELIVERY

Domestic Orders are shipped using AllCells' carrier unless Customer requests an alternate carrier. International Orders are shipped using the Customer's carrier account only. All international couriers utilized by Customers must include an after-hours contact name and phone number for the end-user Customer. Title to Products transfers to Customer when Customer receives Products delivery from AllCells' carrier, unless Customer's carrier is used for delivery, in which case, title to Products transfers to Customer when AllCells delivers the Products package to the Customer's carrier.

Customer acknowledges and agrees that any risk of damage or loss to the Products is transferred to the Customer, carrier or shipping agent, as applicable, once the Customer's carrier takes receipt of the Products. Customers should declare the full value of Products to their carrier in case of delay or damage. The Customer is responsible for filing any claims for damage directly with their carrier. AllCells is not liable for any Products that are damaged or mishandled in route, including but not limited to shipping failures involving Customer's carrier, lost or compromised shipments, improper product storage or handling by the carrier, or delivery delays due to adverse weather conditions. AllCells is not liable for any carrier's failure to make a delivery within the delivery time commitment.

6. PAYMENT

AllCells accepts only US currency in the form of bank wire, company checks, cashier checks, money orders, and credit card (American Express, Visa, MasterCard) payments. All funds must be withdrawable from a US bank account. Please make checks payable to AllCells. Until Products are paid for in full, AllCells retains, and Customer hereby grant AllCells, a security interest in the ordered Products.

Domestic orders must be paid in accordance with the designated terms invoiced or other payment forms acceptable to AllCells.

International orders must be prepaid in full, prior to fulfillment unless otherwise agreed upon in writing.

Invoices not paid within the designated terms are subject to a ten percent (10%) late fee of the initial balance and a 1.5% per month (18% per annum) interest fee. Failure or delay by AllCells to invoice Customer for any such service charge will not waive AllCells' right to receive the same. Customer's failure to make payment within sixty (60) days of the payment due date will result in credit-hold. Customer's failure to make a payment within one hundred and twenty (120) days of the due date will result in legal action and collection proceedings without further warning. In case of a Customer's bankruptcy or insolvency event, or default in payments on any invoices, AllCells shall have the right to declare all invoices immediately due and payable, shall be entitled to deem any and all other agreements to sell Products to Customer null and

void, and shall have no further obligations to sell or deliver any Products to Customer. Customer agrees to pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by AllCells to collect any amounts due from Customer or to otherwise enforce any of the terms stated herein. AllCells shall be deemed a single creditor for purposes of this section.

Should Customer dispute an invoice, Customer must report the issue to AllCells within thirty (30) days after receipt of the invoice. AllCells will promptly research the disputed invoice, and Customer and AllCells shall work together in good faith to resolve the dispute.

7. LIMITATION OF USE OF GOODS

Customer acknowledges and agrees that AllCells research grade Products are intended for research use only and are not to be used for any other purpose, including but not limited to, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption or application to humans or animals. AllCells opposes any research in violation of any ethical, legal, or local, state, and federal governmental research guidelines within the United States and the import countries of Customers.

Customer acknowledges and agrees that the resale of AllCells research grade Products is prohibited. Customers that develop derivative products from AllCells' research grade Products with the intent to sell such derivatives, including but not limited to, as a component of another product or kit for resale, may do so provided that AllCells has granted written permission to Customer prior to such resale.

AllCells clinical grade products are intended for further cell processing manipulation and further manufacture of allogeneic cell therapies only. Customer acknowledges and agrees that clinical grade Products are not intended for direct human use. Clinical grade Products may be used by the Customer for the manufacture of allogeneic cell therapy products for clinical use and commercial sale, subject to additional terms and conditions.

Customer expressly warrants that it has all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from AllCells and will comply with all laws, rules, regulations, and guidelines applicable to Products purchased hereunder. AllCells may immediately terminate any Customer's ability to make purchases as well as any other agreements with Customer for the sale of Products if AllCells reasonably determines that Customer or any of its affiliates has breached this limitation. AllCells will not be liable for any such research or use by the Customer done in violation of any laws, rules or guidelines or the limitations stated herein.

8. LIMITATION OF LIABILITY

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ALLCELLS WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT CUSTOMER MIGHT INCUR AS A RESULT OF DOING BUSINESS WITH ALLCELLS, OR THAT MAY ARISE FROM OR IN CONNECTION WITH ALLCELLS PRODUCTS, WHETHER OR NOT ALLCELLS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ALLCELLS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH PRODUCTS PROVIDED BY ALLCELLS IS LIMITED TO THE LESSOR OF (A) THE AMOUNT CUSTOMER PAID TO ALLCELLS FOR THE PRODUCTS PURCHASED THAT GAVE RISE TO THE DISPUTE OR CLAIM, OR (B) ONE MILLION DOLLARS (\$1,000,000 USD).

ALLCELLS SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES TO PERSONS OR PROPERTY THAT MAY ARISE FROM THE UNAUTHORIZED OR NEGLIGENT HANDLING OR USE OF ALLCELLS PRODUCTS.

9. WARRANTIES

During the applicable warranty period only, AllCells shall, in its sole discretion, either replace any Products which do not substantially meet the minimum specifications claimed in the certificate of analysis, or refund the price paid by the Customer for such nonconforming Products. AllCells guarantees that its Products meet or exceed the release criteria for total cell count and viability immediately post-thaw prior to any manipulation (e.g. washing) when the Products are thawed using the recommended AllCells procedure, which can be located at <https://www.allcells.com/support/>. Research grade cryopreserved Products are subject to this warranty through their specified expiration date. If an expiration date is not specified for research grade cryopreserved Products, this limited warranty will apply for up to one (1) year from the delivery date, provided that such products have been stored under AllCells recommended storage conditions, which can be located at <https://www.allcells.com/support/>. Customer must promptly notify AllCells in writing upon the discovery of any material defect or nonconformance.

AllCells warrants that it has (1) obtained ownership rights with respect to Products, and such Products were provided to AllCells with every donor's informed consent and in compliance with all applicable laws and regulations; (2) obtained all necessary and appropriate releases from the donor wherein there are no restrictions on the use of products that would prohibit Customers from using them in any commercial application, provided that such commercial applications abide by the limited use restrictions identified on the product label for each product; (3) complied with all applicable United States rules and regulations in connection with handling, export, and use of the Products; (4) AllCells has no obligation to any third party that would interfere with AllCells providing Products to Customers, and AllCells Products are not the proprietary property of any third party.

The warranties provided by AllCells herein are not applicable to custom Products or any Products that have been rendered unusable due to improper storage or handling by the Customer, shipping agent or carrier. This warranty is only valid for cryopreserved Products that have been stored, thawed and handled in accordance with the AllCells recommended procedures, which can be located at <https://www.allcells.com/support/>.

WARRANTY DISCLAIMER: ALLCELLS' WARRANTIES APPLY ONLY TO THE ORIGINAL CUSTOMER AND CANNOT BE TRANSFERRED. ALLCELLS DOES NOT WARRANT ANY BIOLOGICAL PROPERTIES ASSOCIATED WITH ITS PRODUCTS. THE OBLIGATION TO REPLACE PRODUCTS OR REFUND THE PRICE PAID IS CUSTOMER'S SOLE REMEDY, EXCEPT AS OTHERWISE STATED IN THESE TERMS. ALLCELLS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR PERFORMANCE.

10. INDEMNIFICATION

Customer agrees to indemnify and hold harmless AllCells, its affiliates and divisions, their respective officers, directors, shareholders, and employees, from and against any and all third party claims for damages, liabilities, actions, suits, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) suffered by any of the aforementioned entities or individuals to the extent such claims or damages arise from or are in connection with (1) Customer's agents, employees, representatives or contractors' negligence or willful misconduct, (2) use of AllCells' products or services in an application which it was not designed or intended for.

11. RETURN POLICY

No returns will be accepted for any fresh Products or for custom product Orders. AllCells reserves the right to request the return of cryopreserved cell Products that may have been shipped in error.

12. TECHNICAL ASSISTANCE

Customer may request, technical assistance, advice and information with respect to the Products. It is expressly agreed, however, that AllCells is under no obligation to provide any such technical assistance and/or information. It remains the sole responsibility of the Customer to determine whether Products and related technical support information are suitable for the Customer's intended use. To the extent such technical assistance and/or information is provided to the Customer, the disclaimers and Limitations of Liability contained herein will apply.

13. MISCELLANEOUS

In the event that any of the provisions of these Terms shall be held illegal or unenforceable by a court of competent jurisdiction, such provisions shall be eliminated or limited to the minimum extent necessary so that these Terms otherwise remain in force and effect. These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflicts of laws provisions. The exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of these Terms shall be the State of California and United States federal courts located in San Francisco, California.