



Terms & Conditions of Sale

Mawi DNA Technologies

1. Contract Formation

These Sales Terms & Conditions (“Agreement”) govern all sales of products by Mawi DNA Technologies (“Mawi”) to the customer (“Customer”), unless superseded by a separate written agreement signed by both parties.

Quotations issued by Mawi are offers expressly conditioned upon Customer’s acceptance of this Agreement. Any additional or different terms proposed by Customer are rejected unless expressly accepted in writing by Mawi. An agreement is formed upon Mawi’s written order confirmation or shipment of products.

2. Orders

Orders must include shipping and billing addresses, product identifiers, descriptions, quantities, and purchase order numbers. Once submitted, orders are binding and may not be cancelled or modified without Mawi’s written consent.

Each shipment constitutes a separate transaction.

3. Pricing

Prices are those quoted by Mawi and are valid for 30 days unless otherwise stated. Mawi reserves the right to change pricing upon notice.

Unless otherwise specified, prices exclude shipping, insurance, customs duties, VAT, sales, use, excise, or similar taxes and government fees. Customer is responsible for all such amounts.

4. Delivery; Title; Risk of Loss

Delivery terms are FCA Mawi shipping point (Incoterms® 2020 unless otherwise stated). Title and risk of loss pass to Customer upon delivery to the carrier. Delivery dates are estimates unless expressly guaranteed. Mawi may make partial shipments.



5. Payment Terms

Payment is due net 30 days from invoice date. Alternative terms proposed by Customer are rejected unless expressly accepted in writing by Mawi. Late payments may accrue interest at 1.5% per month or the maximum permitted by law. Customer is responsible for reasonable collection costs.

Mawi may require advance payment, suspend shipments, modify credit terms, or cancel orders if Customer fails to pay. Mawi retains a purchase money security interest in products until fully paid.

6. Limited Warranty

Mawi warrants that products conform to specifications and are free from defects in materials and workmanship at time of shipment. Customer must inspect products within 30 business days of receipt and notify Mawi of nonconformities; failure constitutes acceptance.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Return Policy

All product returns require prior written authorization from Mawi in the form of a Return Merchandise Authorization (RMA). Products returned without an RMA may be refused.

Eligible products must be returned within thirty (30) days from the date of receipt.

To qualify for return, products must be unopened, unused, in original packaging, and in resalable condition. Non-returnable items include custom or made-to-order products, opened kits reagents, and any products not suitable for resale.

Approved returns are subject to a restocking fee of twenty-five percent (25%) of the original purchase price. Customer is responsible for return shipping costs unless the return is due to Mawi's error or confirmed nonconformance.

8. Limitation of Liability

Mawi shall not be liable for indirect, incidental, special, or consequential damages. Mawi's total liability shall not exceed the amount paid by Customer for the affected products or services.



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9. Force Majeure

Mawi shall not be liable for delays or non-performance caused by events beyond its reasonable control, including natural disasters, governmental actions, pandemics, or supply chain disruptions.

10. Confidentiality

Each party shall protect the other's confidential information and use it solely for purposes of this Agreement. Pricing and commercial terms are confidential.

11. Intellectual Property

Sales of product to Customer does not transfer Intellectual Property rights. No license is granted except limited right to use without written permission from Mawi. No reverse engineering, deconstruction, or analysis to replicate products.

12. Compliance; Use of Products

Customer shall comply with all applicable laws and regulatory requirements and use products in accordance with labeling and restrictions.

13. Regulatory Information

Products are For Research Use Only (RUO) and not for diagnostic or therapeutic use unless expressly labeled/cleared/approved otherwise, except in the case of Laboratory Developed Tests (LDT). Customer assumes responsibility for validation in their applications.

14. No Resale or Transfer

Products are sold for Customer's internal use only and may not be resold or transferred without prior written consent from Mawi.

15. Data Privacy

Customer is responsible for compliance with data protection laws relating to any personal data collected and shall indemnify Mawi against related claims.



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16. Termination

Either party may terminate for material breach upon notice and failure to cure. Customer must pay for all shipped products and incurred costs.

17. Governing Law; Dispute Resolution

This Agreement is governed by the laws of the State of California. Disputes shall be resolved through binding arbitration administered by the American Arbitration Association in Washington, D.C. Each party waives trial by jury.

18. Indemnification

Customer shall indemnify, defend, and hold harmless Mawi, its affiliates, officers, directors, employees, agents, and licensors from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a. Customer's misuse, negligent use, or unauthorized use of the products;
- b. Customer's failure to comply with applicable laws, regulations, or product instructions;
- c. Customer's modification, resale, distribution, or repackaging of products without authorization;
- d. Customer's use of the products in combination with other products, materials, or systems not supplied or approved by Mawi;
- e. Customer's use of products labeled for research use only in clinical, diagnostic, or therapeutic applications; or
- f. Customer's violation of intellectual property rights, regulatory obligations, or third-party rights arising from Customer's use of the products.
- g. Mawi shall promptly notify Customer of any claim subject to indemnification and may participate in the defense at its own expense. Customer shall not settle any claim that imposes liability or obligations on Mawi without Mawi's prior written consent.
- h. These indemnification obligations shall survive termination or expiration of this Agreement.