



ZEN-BIO, INC Terms and Conditions

1. **Acceptance** - ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE CONTROLLING, AND ANY ADDITIONAL AND/OR INCONSISTENT TERMS AND CONDITIONS SET FORTH IN ANY ACKNOWLEDGMENT, PURCHASE ORDER, OR ACCEPTANCE DOCUMENTS REQUESTED FROM AND/OR PROVIDED BY CUSTOMER ARE EXPRESSLY REJECTED. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON ZEN-BIO, INC. UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF ZEN-BIO, INC.
2. **Specifications** – Product specifications are subject to change without prior notice
3. **Delivery** – FOB at ship to address. Shipping and handling fees are prepay and add or collect. FCA for international shipments
4. **Damaged Shipments** - Please inspect your Zen-Bio, Inc. shipment upon receipt. If any external damage is noticed, accept the shipment only after the driver has noted the damage on both his and your copies of the delivery receipt and you have requested an inspection by the carrier. Keep all containers and packing material for inspection. If, upon opening a shipment, you find a shortage or damage, you must contact Zen-Bio, Inc. upon receipt due to perishable nature of the product. Zen-Bio, Inc. reserves the right to repair or replace a damaged product, where applicable, before credit is determined.
5. **Payment Terms** - Individual invoices, net thirty (30) days from date of delivery; summary invoices, if any, will be due as agreed. Payments are to be made in freely available United States dollars, including other charges such as government imposed surcharges which Zen-Bio, Inc. may be required to pay or collect with respect to the sale or transportation of the Products, or the provision of Services. Payment is considered late when it is received into Zen-Bio, Inc.'s lockbox after the due date, which may result in additional service charges as described further in this section. Any payments received no later than 2.00 PM Eastern Standard Time at Zen-Bio, Inc.'s lockbox will be credited to Customer's account as of the date received, while payments received after 2.00 PM Eastern Standard Time will be credited to Customer's account the following business day. Delinquent accounts will be subject to a service charge on past due amounts of one and one-half percent (1 1/2%) per month (or, if less, the maximum amount permitted by law). Payments postmarked later than 30 days after delivery date will have past due amounts applied.

Customer will provide Zen-Bio, Inc. concurrent with each payment, with remittance information in sufficient detail (to the invoice level) to allow Zen-Bio, Inc. to properly apply payments or credit memos to outstanding receivable(s) on Zen-Bio, Inc.'s accounts receivable sub-ledger for Customer. Failure to supply Zen-Bio, Inc. with such remittance detail will result in additional processing delays and may affect the status of pending or future Customer purchase orders.
6. **Sales Tax** – U.S. sales or other taxes where applicable (local, state or federal) will not be added to the invoice price. Customer is responsible for paying any applicable taxes on products purchased from Zen-Bio, Inc.
7. **Product Return Policy** – All returns must be authorized by Zen-Bio, Inc. in order to insure proper credit. NOTE: All returns are subject to 25% restocking charge. Where credits will be issued to the Customer for authorized returns under \$100, the Customer is not required to return the Product to Zen-Bio, Inc. except when requested by Zen-Bio, Inc. customer service. To ensure proper credit, each Product return must include the following information:
 - Zen-Bio, Inc. Invoice Number
 - Reason for Return

Zen-Bio, Inc.

3920 South Alston Avenue ● Durham, North Carolina 27713
Toll Free: 1-866-ADIPOSE ● Phone: (919) 547-0692 ● FAX: (919) 547-0693
<http://www.zen-bio.com> ● e-mail: information@zen-bio.com



8. **Product and Service Warranties and Limitation of Liability**

- (a) Zen-Bio, Inc. warrants to the original customer that the products sold by Zen-Bio, Inc. will perform as advertised or they will be replaced with the same product at no charge to the customer. In the event that the same product is no longer offered, Zen-Bio, Inc. will offer a credit or refund at its discretion.
- (b) If a product should require replacement contact the Zen-Bio, Inc. office nearest your location or your customer service representative.
- (c) IN NO EVENT SHALL ZEN-BIO, INC. HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE OR GOODWILL), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF ZEN-BIO, INC. (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS OR SERVICES SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAID FOR SUCH PRODUCT(S) AND THE TOTAL LIABILITY OF ZEN-BIO, INC. (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICE GIVING RISE TO SUCH CLAIM.
- (d) The end user agrees to assume all risk and responsibility in connection with the receipt, handling, storage and use of human tissue or derivatives. The recipient investigator further agrees to indemnify and hold harmless Zen-Bio for costs, damages, or expenses from the use of human tissues and derivatives, provided by Zen-Bio.
- (e) The end user agrees to assume full responsibility for training and informing all personnel about proper usage and procedures for safe handling, disposal and universal precautions of human tissues and derivatives in compliance with all federal, state and local laws.

9. **Miscellaneous**

- (a) **Force Majeure** – In the event either party is prevented in whole or in material part from performing its obligations under this Agreement solely as a result of force majeure, upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated reasonable steps are necessary to relieve the effect of such cause as rapidly as possible
- (b) **Applicable Law** – This Agreement is made pursuant to, and shall be constructed and enforced exclusively in accordance with, the internal laws of the State of North Carolina and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of conflicts of law.

10. **Product Use Limitations:**

Zen-Bio sells products for research use only. Research products are labeled for Research Use Only and are not for use in diagnostic or therapeutic procedures. Zen-Bio, Inc is not liable for misuse of any product.

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