Curiox Biosystems, Inc. - Terms & Conditions – Feb 2026

The Terms and Conditions of Sale listed here constitute the entire agreement between CURIOX Biosystems, Inc., ("CURIOX") and the Customer with respect to the matters covered herein. Acceptance of the Customer's order is expressly limited to and conditional upon the incorporation of the terms set forth below. Orders submitted on Customer's purchase order or other documents that contain terms or conditions modifying, adding to, or inconsistent with these Terms or Conditions are unacceptable to CURIOX, and are hereby rejected to the extent of such inconsistency or modification. If Customer accepts or uses the Products covered hereby, Customer shall be deemed to consent to accept and consent to these Terms and Conditions of Sale. If CURIOX and Customer have heretofore entered into a formal written contract containing specific terms covering the sale of such products, the Terms and Conditions of such formal written contact shall govern. If these Terms and Conditions of Sale are not acceptable to the Customer, Customer must so notify CURIOX immediately, in writing.

Cancellation/Changes
Orders arising hereunder may be changed or amended only by written agreement signed by both CURIOX and Customer. Customer may NOT cancel this order after it has been accepted by CURIOX.

Security Interest
Customer hereby grants to CURIOX, and CURIOX hereby reserves, a security interest in the Products and in the proceeds of any sale or lease of the Products to secure Customer's obligation to pay the Purchase Price.
Customer agrees to cooperate in all respects in order that CURIOX may perfect such security interest. CURIOX shall release the security interest upon payment in full of the Purchase Price.

Payment
Unless otherwise specified, terms are net 30 days from date of invoice, in U.S. dollars, and shall be payable as set forth in the applicable quote or price list issued by CURIOX. Invoices unpaid after thirty (30) days will be subject to a 1.5% first-month finance charge, a pro-rated finance charge of 1.5% per month for each day thereafter, and a collection fee of 100 U.S. dollars.

All prices are subject to change without notice.

If the financial condition of Customer results in the insecurity of CURIOX, in its sole and absolute discretion, as to the ultimate collectability of the purchase price, CURIOX may, by giving notice to Customer, delay or postpone the delivery of the Products or Services, as applicable; and CURIOX, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of the Products or Services, as applicable. In the event of default by Customer in the payment of the purchase price or otherwise, of this or any other order, CURIOX, at its option, without prejudice to any other of CURIOX's lawful remedies, may defer delivery or performance of services, terminate this Contract, or sell any undelivered Products on hand for the account of Customer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Customer agrees to pay the balance then due to CURIOX on demand. Customer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Customer in any of the terms hereof.

Curiox reserves the right to correct clerical and/or computer errors and/or omissions.

Delivery
Delivery terms shall be FOB CURIOX shipping point, and freight will be prepaid and added to the invoice. Title and risk of loss shall pass to Customer upon delivery to the carrier. CURIOX reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Delay in delivery of any installment shall not relieve Customer of Customer's obligations to accept remaining deliveries.

Customer shall be solely responsible for unpacking and installing the equipment at the Customer site, and providing sufficient bench-top space, power and fluids supplies to install and run the equipment, as specified in the equipment user's manuals.

Inspection
Immediately upon Customer's receipt of any Product shipped hereunder, Customer shall inspect the same and shall notify CURIOX in writing of any claims for shortages, defects, or damages and shall hold the Product for CURIOX's instructions regarding disposition. If Customer fails to so notify CURIOX within 7 days after Customer has received the Product, such Product shall conclusively be deemed to conform to the Terms and Conditions hereof and to have been irrevocably accepted by the Customer.

Technical Assistance
At Customer's request, CURIOX may, at its own discretion, furnish technical assistance and information with respect to CURIOX's products. It is expressly agreed that CURIOX is under no obligation to provide such assistance or information. CURIOX makes no warranties of any kind, express or implied, with respect to technical assistance or information provided by CURIOX or CURIOX personnel. Any suggestions by CURIOX regarding use, selection, application or suitability of the products shall not be construed as an express warranty unless specifically designated as such in writing signed by an officer or other authorized representative of CURIOX.

Customer's Permitted Uses and Restrictions on Such Use
All products delivered hereunder are solely for non-commercial, internal research and development use. Customer is specifically not authorized to and is forbidden from: (i) reselling, transferring or distributing any Product either as a standalone product or as a component of another product, and (ii) using any Product in a clinical trial or as a diagnostic, clinical or therapeutic product, unless explicitly marked by CURIOX as authorized for such use.

Taxes
Any tax, duty, or other fee of any nature whatsoever imposed by a government authority, on or measured by the transaction between CURIOX and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event CURIOX is required to pay any such charges, Customer shall reimburse CURIOX. In lieu of such payment, Customer shall provide CURIOX at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, duty, or fee.

Returns
Written authorization must be obtained prior to returning any products to CURIOX. Unauthorized returns will not be accepted. If it is CURIOX'S error, CURIOX will do whatever is necessary to ship the correct products as soon as possible. In certain cases, items that BUYER orders in error cannot be returned. This is necessary because of the difficulty and expense that is entailed in requalifying returned items for resale. If CURIOX decides to accept returns caused by

BUYER's errors, these are subject to inspection and will be subject to a per item 20% restocking charge. All items approved for return must be in new, unused and resalable condition. If items are accepted for return, CURIOX will advise on the return method of shipping.

Patent Disclaimer/Indemnity
CURIOX does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any United States or other patents covering the use thereof in combination with other products or in the operation of any process. Additionally, Customer is required to indemnify CURIOX from any legal action that may result from any custom order, or from Customer's use of a product manufactured by CURIOX under this agreement

Limited Warranty and Limitation of Liability
CURIOX warrants to the Customer, and no one else, that its Products shall conform substantially to the description of such goods as provided in the catalogs and literature accompanying the Products until their respective expiration dates or, if no expiration date is provided, for 12 months from the date of your receipt of such goods.

THIS WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CURIOX's
warranty shall not be effective if CURIOX determines, in its sole discretion, that the Customer has altered or misused the Product or has failed to use or store it in accordance with instructions furnished by CURIOX. CURIOX's sole and exclusive liability and Customer's exclusive remedy with respect to goods proved to CURIOX's satisfaction (applying analytical methods reasonably selected by CURIOX) to be defective or nonconforming shall be the replacement of such goods free of charge, upon the return of such goods in accordance with CURIOX's instructions, although at CURIOX's discretion, it may provide a credit or refund.

IN NO EVENT SHALL CURIOX 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, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF CURIOX HAD NOTICE OF THE
POSSIBILITY OF SUCH DAMAGES. CURIOX shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond CURIOX's reasonable control.

Customer's Representations, Release, and Indemnity
Customer represents and warrants that it shall use the Product in accordance with "Customer's Permitted Uses and Restrictions on Such Use" Section above and that any such use of Product will not violate any law, rule, regulation, judicial order or injunction. Customer agrees to release, discharge, disclaim and renounce any and all claims, demands, actions, causes of action and/or suits in law or equity, now existing or hereafter arising, whether known or unknown, against CURIOX, and its officers, directors, employees, representatives, agents, successors and assigns (collectively the "Released Parties"), with respect to the use of the Product. Customer agrees to indemnify, defend and hold harmless the Released Parties from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney, accounting, expert witness, and consulting fees) that any of the Released Parties may sustain or incur as a result of any claim against such Released Party based upon negligence, breach of warranty, intellectual property infringement, strict liability in tort, contract or any other theory of law or equity arising out of, directly or indirectly, the use of the Product, any biological materials in the Product or any nucleic acids or peptides relating thereto (in natural or modified form), by reason of Customer's breach of or failure to perform its obligations contained herein. Customer shall fully cooperate with the Released Parties in the investigation and determination of the cause of any accident involving the Product which results in personal injury or property damage and shall make available to the Released Parties all statements, reports, recordings and tests made by Customer or made available to Customer by others. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party's intellectual property right, or in CURIOX's opinion is (are) likely to become subject of such a claim, CURIOX shall, at its option, have the right to either: (a) procure for Customer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require Customer to return any Product remaining in inventory and upon return, refund to Customer the price actually paid by Customer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

Miscellaneous
CURIOX's failure to strictly enforce any Term or Condition of this order or to exercise any right arising hereunder shall not constitute a waiver of CURIOX's right to strictly enforce such Terms and Conditions or exercise such right thereafter. All right and remedies under this order are cumulative and are in addition to any other rights and remedies CURIOX may have at law or in equity.
Assignments: These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, representatives, agents, and permitted successors and assigns.
The parties expressly acknowledge that Terms and Conditions summarize the entire agreement of the parties supersedes any prior arrangements or understandings between the parties with respect to such relationship.

Modifications: These Terms and Conditions may only be amended by a written agreement signed by both parties.
Notices: Any written notice called for in these Terms and Conditions may be given by personal delivery, certified mail, overnight delivery service or confirmed facsimile transmission. Notices given by personal delivery will be effective on delivery; by overnight service on the next business day; by first class mail five business days after mailing; and by facsimile when an answerback confirming receipt by the recipient's facsimile machine is received. The address of each party is set forth in an accompanying document.
Attorney's fees: If any suit or legal proceeding is brought by either party to enforce any of these terms or any of its rights hereunder, the prevailing party in such action or proceeding shall be entitled to recover all of its reasonable costs and expenses incurred in such suit or legal proceeding, including reasonable attorneys' fees.

Force Majeure
CURIOX shall not be liable for delay or failure to perform any of its obligations hereunder if performance was rendered impracticable by the occurrence of any condition beyond CURIOX's reasonable control.

Governing Law
This agreement shall be governed by, construed under and interpreted in accordance with the laws of the state of California without regard to conflicts of laws rules. Unless prohibited by applicable law, the Customer hereby irrevocably submits to the jurisdiction and venue of the courts of Santa Clara County, California, USA for any and all disputes arising from this contract or the transaction contemplated hereby. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed so as to be enforceable to the maximum extent permissible by applicable law.

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