

## 实验室化学品 一般销售条款和条件

除非另有明确书面约定，否则您购买的产品受以下条款和条件约束：

### 1. 协议条款

1.1 一般条款。本实验室化学品一般销售条款和条件（以下简称“实验室化学品条款”）适用于由我们供应以及您使用的，由 Fisher Scientific Company LLC 和/或以下附属实体提供的实验室化学品产品；Thermo Fisher Scientific Chemicals Inc.；Acros Organics BV；Avocado Research Chemicals Limited；Fisher Scientific U.K., Ltd.；Maybridge Ltd. Alfa Aesar (China) Chemical Co. Ltd.；Fisher Scientific Worldwide (Shanghai) Co., Ltd.；和/或 Fisher Scientific Korea Ltd.（在实验室化学品条款中单独和统称为“我们”、“我们的”或“Thermo Fisher”）。实验室化学品条款与我们的报价单（如果有）、合同（如果有）、文档（定义见下文）以及任何其他适用的补充条款一起构成您与我们之间关于您购买和我们销售的产品的协议（以下简称“协议”）。除非您的订单受您与我们之间有效的、书面的、已签订的协议约束（在这种情况下，此类协议适用），否则您同意在订购产品时接受本实验室化学品条款并受其约束。本协议是您与我们之间关于您购买和我们销售的产品的完整和排他性合同。我们保留随时更改实验室化学品条款的权利，我们对实验室化学品条款所进行的任何更改将适用于我们之间就更改后所收到任何订单签订的协议。

1.2 补充条款。我们的某些产品受其他软件许可、文档或其他书面合同条款的限制，此处未列出这些条款（以下简称“补充条款”）。您可以在我们提供给您的报价单或产品随附的文献中找到适用于您购买产品的任何补充条款。

1.3 实验室化学品条款 — 具体定义。就这些实验室化学品条款而言，以下定义适用。

“文档”是指贴在产品或包装上的标签；文档、规格、有限使用标签许可证和/或随产品提供的随附包装说明书；适用产品的分析证书或符合性证书；和/或在我们的目录、我们的网站上或我们为您提供的适用产品文档、规格、使用指南或说明。

“实验室化学品”在本文中称为“产品”，一般而言，是指单独和组合的由 Thermo Fisher（如上文定义）以品牌名称 Alfa Aesar、Acros Organics、Maybridge、Fisher Chemical、Fisher Bioreagents 和/或 Thermo Scientific 销售的实验室分析试剂或精细化学品。

“规格”是指我们在接受和/或确认订单时有效的现行、记录在案的产品规格或设计；或者，就定制产品而言，“规格”是指双方商定的此类定制产品的书面规格或设计。

1.4 条款冲突。如果协议文档中的任何条件相互冲突，我们将给予它们以下优先权顺序：(a) 合同和/或报价单；(b) 任何适用的补充条款；(c) 最后是实验室化学品条款。我们明确拒绝您提供的任何文档中包含的任何不同条款或规定，如果本协议中的条款和条件与您要约的条款不同，则本协议将作为我们合同的管辖条款。

1.5 协议生效时间。当您收到我们已接受您订单的确认电子邮件时，我们之间的协议即告成立。

### 2. 价格

2.1 确定价格。我们可能随时更改我们公布的挂牌价格，恕不另行通知。除非另有书面说明，否则我们为您提供的报价单价格有效期为 30 天。

2.2 税金和费用。我们的产品价格不包括可能适用于您订单的任何税费（包括增值税）、关税、征费或其他政府费用。如果这些费用适用，您有责任予以支付。如果我们支付此类费用，则会将其添加到您的发票中。如果您要求免税，则必须提供适用于各相应司法辖区的有效的已签署证书或免税证。

2.3 运费；货运政策。如果适用，您还需要支付标准的运费和处理费用，除非明确说明，否则我们的产品价格不包括此类费用。如果我们支付此类费用，则也会将其添加到您的发票中。

### 3. 取消和更改

3.1 一旦您下订单，未经我们书面同意，您不得取消或更改订单。

3.2 若您单方面取消订单下我们的自有产品，则我们有权要求您支付以下违约金：(i) 对于通用产品，订单总价款的 30%；(ii) 对于定制化产品，我们已花费的制造成本，再加上订单总价款的 30%。

3.3 若您从我们处购买的产品涉及第三方产品，鉴于我们为履行订单的目的需提前向第三方采购您所需产品，且有相应的采购费用产生。因此，您同意不取消您从我们处购买的第三方产品。

3.4 若您要求我们延迟或者中止履行订单，且我们书面同意的，如所要求的中止或者延迟时间超过 30 天，您应向我们支付所涉产品价款的 20%作为中止/延迟履行费。

### 4. 付款

4.1 付款条件。向您发货时，我们将开具产品价格和所有其他应付费用的发票。除非我们另有书面约定，否则您将在收到发票后 30 天内向我们付款。每笔订单都是单独的交易，您不得抵消付款，包括从一笔订单对另一笔订单进行的付款。如果我们诚意认为您的财务状况不符合其他规定的付款条件，我们保留要求您提前全额或部分付款或提供其他令我们满意的担保的权利。您将以我们的发票中指定的货币支付所有款项。

4.2 延迟付款。如果您延迟付款，则在不影响我们其他权利的情况下，您将根据我们的要求向我们支付滞纳金。将按照从付款到期日至您全额付款为止的应付款项的利息计算滞纳金，利率为每月 1%；或者法律允许的最高金额，并包括我们的合理收款成本（包括收款代理费和律师费）。如果您未在到期时向我们付款，或者您未履行本协议中的义务，我们还保留取消或停止运输途中的产品并扣留全部或部分货件的权利。

### 5. 交付

除非另有书面规定，否则我们会将产品运送到您在订单中指定的目的地，即 CPT Incoterms 2020 我们的运送点。同意实验室化学品条款，即表示您 (i) 同意我们代表您安排运输根据本条款提供的所有产品；(ii) 放弃您安排运输或向我们提供有关运输的任何具体指示的权利。我们可以自行决定分批装运并为每批货件单独开具发票。我们的发货日期仅为粗略估计，对于因交货延迟而导致的任何损失或损害，我们概不负责。您不得因此类延误而拒绝交付或以其他方式免除任何义务。如果由于您控制范围内的任何原因导致我们向您延迟交付产品，我们将存放延迟的产品，风险和费用由您承担。

### 6. 货损风险和所有权

排除包含在产品中或构成产品一部分的软件，我们或我们的许可方继续拥有这些软件，产品的所有权和货损风险会于我们将产品运送到订单上指定的目的地时转移给您。

### 7. 退货和短缺

7.1 退货。我们的客户服务必须预先批准所有产品退货。如果您在收到产品后 5 天内联系我们的客户服务，并且此类损坏或缺陷并非由您或承运人未能以合理的谨慎方式或按照标签上的其他说明处理或存放产品造成的，则客户服务将批准退回在收到时损坏或有缺陷的任何产品。如果您在此 5 天期间内未与我们联系，我们将认为该产品已被接受，但您不会失去任何保修权利（如有）。危险化学品必须按照所有适用的中国法规退回，并且您应自费包装并聘请获得许可的承运人，根据相关法律要求运送危险品。

7.2 产品信用资格。如果我们自行决定批准产品退货，则该产品必须以令人满意的可转售状态到达我们的工厂。任何并非由于我们的错误造成的退货均需收取销售价格 25% 的重新入库费用。我们不会计入运费。未经我们事先同意，您将不会因任何退回的产品而获得退款。

### 8. 质保

8.1 实验室化学品的有限质保。除非适用的补充条款或文档中包含不同的质保，否则我们保证每件产品在发货时都将基本符合我们发布的规格。在所有情况下，本质保从我们发货之日起持续到：(a) 产品规定的失效日期（如果有）；或 (b) 自我们发货之日起 90 天（以较早者为准），前提是产品按照良好实验室管理规范 (GLP) 以及规范和文档进行存储。复测日期对产品的质保或质保期没有影响。

8.2 排除。除了排除实验室化学品条款第 8.5 节中规定的第三方产品之外，我们的质保不适用于 (a) 正常磨损；(b) 事故、灾难或不可抗力事件；(c) 您的滥用、错误或疏忽；(d) 产品外部原因，例如但不限于电源故障或电涌；(e) 作为“二手”产品出售给您的仪器；(f) 您或任何第三方（包括承运人）以不当、不足或未经批准的方式安装、移除、使用、维护、存储或处理，例如但不限于未遵循我们的说明或操作指南或协议，在规定的环境或使用规格之外操作，或者操作或接触未经批准的软件、材料、化学品或其他产品；或 (g) 根据您提供给我们的规格制造的产品。此外，未经我们事先书面同意由我们之外的任何人员或单位对产品进行安装、维护、维修、保养、搬移或改动或进行其他篡改，或使用非我们提供的替换部件，将使受影响产品的所有相关质量担保立即失效并作废。

如果我们确定您申请质保服务的产品不在质保范围内，或者如果我们提供不在本质保范围内的维修服务或更换零件，您将按照我们当时的时间和材料费率支付或补偿我们调查和响应此类请求的所有费用。

### 8.3 限制。

(A) 我们的质保仅适用于您（原始购买者），且您不能转让此类质保。我们维修或更换产品的义务是您唯一的补救措施。

(B) 除另有说明外，我们不提供与产品有关的所有其他明示或暗示、口头或书面的质保，包括但不限于关于如下方面的所有暗示保证：

(a) 适销性；

(b) 适合任何特定目的；和/或

(c) 产品完全没有错误或将得到任何特定结果。

8.4 补救措施。仅在适用的质保期内，对于不符合我们质保条款的产品，我们同意自行决定修理或更换不合格产品和/或提供合理必要的额外零件以履行我们的质保义务，但您必须在发现任何缺陷或不符合项时，首先立即以书面形式通知我们，并在通知中包括质保索赔的明确细节。经过审查之后，假设我们授权退货，我们将为您提供服务数据和/或退货授权（以下简称 "RMA"），其中可能包括生物危害净化程序和您必须遵守的其他产品特定处理说明。对于根据本协议及时提出的有效产品质保索赔，除非我们另有约定，否则您必须将不合格的产品退回给我们，并且我们将预付运费。仅对于仪器，我们可能会选择为您提供新的或翻新的更换零件。所有更换下来的零件均将成为我们的财产。我们将根据实验室化学品条款第 5 节中的交付条款运送您修理或更换的产品。

8.5 第三方产品。对于您直接从我们处或通过任何销售渠道购买的由第三方制造或供应的产品，我们不提供支持或做出任何保证。我们明确否认与第三方制造商/供应商的产品回应、信息、陈述、证明和/或声明（统称为“声明”）的准确性和/或有效性相关的所有保证，当产品在我们的设施中拆除包装时，任何此类第三方制造商/供应商的声明均可能会失效或宣告无效。

## 9. 赔偿

### 9.1 我们的赔偿。

(A) 我们的侵权赔偿。我们将为您辩护并赔偿您在第三方针对您提起的任何法律诉讼中最终裁定的侵权损害赔偿，这些诉讼指控第三方拥有的任何知识产权直接和完全由我们制造和提供给您的产品产生，但始终排除此类产品与其他产品或组件的使用和/或组合。本侵权赔偿不适用于 (a) 由于您未能遵守本协议而引起的索赔；(b) 因您未能获得与您使用产品相关的任何适用附加知识产权（以下简称“附加权利”）而产生的索赔；(c) 我们根据您的说明、规

格或其他指示制造、组装或贴有标签的产品；(d) 您使用或转售产品；(e) 您或任何第三方执行改造；(f) 来自第三方的产品。

此赔偿是我们对您承担的唯一责任，并且根据实验室化学品条款的第 11.4 节，对于任何侵犯或声称侵犯第三方知识产权的行为（由产品产生或与之相关），这是您的唯一补救措施。

(B) 我们的赔偿条件。作为我们履行赔偿义务的条件，您必须 (a) 一旦您知悉任何索赔，立即以书面形式通知我们；(b) 不承认任何可能影响抗辩的索赔相关责任或采取任何其他行动；(c) 允许我们单独控制索赔的抗辩或和解；(d) 向我们提供您的合理信息、合作和协助；(e) 采取一切合理措施减轻所产生的损失，包括允许我们行使本实验室化学品条款第 11.4 节中规定的任何和所有选择权。

9.2 您对我们的赔偿。如果第三方向我们提出以下索赔：(1) 由于 (a) 我们根据您的说明、规格或其他指示制造或销售的产品或定制产品，或使用您提供给我们材料，(b) 您未能遵守本协议，(c) 您未能获得任何适用的附加权利，或 (d) 您对产品改造、使用或转售而侵犯其知识产权，以及/或者 (2) 由于如下原因产生或与之相关：(a) 您或代理商、员工、代表或承包商的疏忽或故意不当行为，(b) 将产品与并非我们提供的设备或软件结合使用，其中产品本身并未侵权：(i) 我们遵守您提供给我们设计、规格或说明，(ii) 在未设计、确认资格或验证的应用场景或环境中使用产品，或 (iii) 未经我们事先书面批准，由我们以外的任何人改造产品，则对于我们可能因索赔而必须支付的任何和所有索赔、损失、损害、责任和费用（包括合理的律师费和其他辩护和/或解决任何诉讼的费用），您将赔偿我们并使我们免受损失。

## 10. 软件

10.1 定义。对于包含在我们产品中或构成我们产品一部分的任何软件产品，您理解并同意我们许可此类软件产品而非销售它们，并且将“购买”、“出售”以及其他类似词语理解和同意表示为“许可”，而将“您”理解并同意表示为“被许可方”。我们或我们的许可方（如适用）保留我们提供给您软件产品的所有权利和利益。

10.2 许可。我们特此向您授予免版税、非排它性、不可转让的使用许可，准许您在无转授权力条件下，仅出于您自身内部业务目的在本协议项下所提供之硬件产品上使用本协议项下所提供之软件，并仅出于您自身内部业务目的使用相关文档。此许可在您对本协议项下所提供之相关硬件产品的合法拥有权停止时随之终止，除非按照本协议条款提前终止。

10.3 限制。您同意机密保有本协议项下所提供之软件产品和相关文档，不向第三方出售、转让、许可、借出或以其他任何形式提供。未经我们事先书面同意，您不得对本协议项下所提供之软件产品进行反汇编、反编译或反向工程、拷贝、修改、增强或其他任何形式的更改或补充。如果您未遵守本协议的任何条款或条件，我们有权终止此许可。

10.4 软件和文档的退回。你同意在此许可终止时立即向我们返还本协议项下所提供之所有软件产品和相关文档及其所有拷贝和部分。

10.5 第三方软件。本协议中规定的保修和赔偿条款不适用于我们为您提供的第三方拥有的软件产品。但是，我们同意，在原始开发商或第三方供应商允许的范围内，将我们可能从原始开发商或第三方供应商处获得的任何保修权利转让给您。

## 11. 知识产权

11.1 使用限制。在您和我们之间，我们独家拥有与我们的产品和服务相关的所有知识产权。除非在补充条款中另有明确规定，否则我们向您销售的产品仅授予您所拥有知识产权下有限的、不可转让的权利，您可以使用所购买数量的产品进行研究和开发。我们未以明示、暗示或禁止反言的方式授予转让、分销或转售我们产品或其任何组件的任何权利。除非我们以书面形式明确许可，否则您不得修改、更改、移除、覆盖或以其他方式掩盖我们产品上的任何品牌、商标或服务标志。本协议的任何内容都不会限制我们实施知识产权的权利。

11.2 商业应用；附加权利。除非在补充条款中另有明确规定，否则我们未授予在任何商业应用中使用我们产品的权利，包括制造、质量控制、商业服务（例如报告您的活动结果以收取费用或其他报酬），或体外诊断用途、离体或体内治疗用途，又或者面向人类或动物的任何类型消费或应用。如果您需要我们产品的商业使用权（包括执行收费服务的权利），请联系我们的对外许可部门：[outlicensing@thermofisher.com](mailto:outlicensing@thermofisher.com)。如果您对我们产品的使用超出了协议规定的范围，则您有责任事先获得额外的权利。

11.3 知识产权所有权。除非适用的补充条款中另有规定，否则我们独家拥有任何发明（可申请专利或其他）、发现、改进、数据、专有技术或其他成果的所有知识产权，这些成果由我们或代表我们或由您和我们共同构思、开发、发现、付诸实用或生成，涉及制造定制产品所使用的流程、设计和方法。您同意将您在任何共同知识产权中的所有权利、所有权和利益转移和转让给我们。根据我们的要求并由我们承担费用，您将协助保护和记录我们在此类知识产权中的权利。

11.4 知识产权侵权。我们希望避免知识产权侵权索赔。如果我们认为我们出售给您的产品可能会受到侵犯知识产权的索赔，您必须允许我们（由我们选择）(a) 确保您继续使用该产品的权利；(b) 用另一种具有类似功能的合适产品替代该产品；或 (c) 告知您将产品退回给我们，而我们将退还您支付的产品价格。对于仪器，我们将根据仪器的使用、损坏或因为它现在已过期或废弃而扣除合理的金额。

## 12. 定制产品

12.1 拒绝制造或交付。如果您要求我们制造定制产品，但该产品不适合按规定制造或在商业上不切实际，我们可能会拒绝在流程的任何阶段设计或制造该产品。如果定制组件或材料出现故障，我们可能会延迟或取消定制产品的交付，而无需承担任何责任。

12.2 您的责任。通过提交定制产品的订单，您表示并同意您 (a) 已向我们提供与处理、运输、接触或以其他方式使用所提供材料相关的任何生物、放射性和化学危害的所有已知信息；以及 (b) 拥有必要的权利，包括但不限于任何必要的知识产权，以指示此类产品的制造。

## 13. 责任的限制和排除

(A) 在适用法律允许的最大范围内，我们不会根据任何法律理论（包括但不限于合同、疏忽、严格的侵权责任或任何形式的保修）对您根据协议可能产生的任何间接、特殊、偶然、惩罚性、多重性、惩戒性、或后果性的利润损失、数据丢失、业务损失、商誉损失或收入损失承担责任，也不会对可能由我们的产品或服务引起或与我们的产品或服务有关的损害承担责任，即使我们已通知此类损害的可能性。

(B) 此外，我们因本协议或任何产品单位或服务产生或与之相关的最大累计责任仅限于您为引起责任的特定产品而向我们支付的金额。

(C) 此第 13 条中的上述规定不限制法律上无法限制的责任，包括但不限于因我们的故意不当行为或严重疏忽而导致的死亡或人身伤害或财产损失责任。

## 14. 出口合规

您承认，我们提供的产品（包括组件和零部件）、软件、服务（包括保修服务）、技术或知识产权，包括我们提供或包含在文件中的技术信息（统称为“物品”），均受美国政府和其他司法管辖区（包括但不限于欧盟）适用的出口管制措施的约束。这些管制措施可能要求我们或您首先从相关政府部门或监管机构获得许可证（或类似要求）。对于延迟获得或未能获得必要的许可或批准，我们不对您承担任何责任。您应遵守所有适用的出口法律法规。在未事先从相关政府部门或监管机构获得合法出口所需的任何许可之前，您不得（直接或间接）将任何物品出口或再出口至：(i) 任何受限制或遭禁运的国家，或被有关当局剥夺或限制其出口权的个人或组织；或(ii) 任何参与不当开发或使用核武器、化学/生物武器（CBW）或导弹，或参与恐怖主义活动的个人或组织。您同意不将任何提供的物品用于受限制或禁止的活动，例如核爆炸物、无保障的核活动、化学或生物武器开发、受限制的火箭系统或军事目的。如我们要求，您应：(i) 立即提供能够正确识别任何物品最终用户和最终用途的书面信息（包括可能与您随后转让此

类物品有关的任何信息)；以及(ii)在依据适用的进出口管制法律法规所进行的、有关物品的官方或非官方审计或检查中，与我们充分合作。您应确保您转售或转让物品的客户和最终用户以书面形式同意本条规定，且您承诺尽您最大努力督促客户和最终用户执行此类规定。如您或您的雇员、顾问、代理人和/或代表违反本条规定，您应对我们进行赔偿，并使我们免受损害。此外，您未遵守本条规定将构成对本合同的严重违约，我们有权立即终止本合同。如为遵守适用的出口法律法规而有必要终止本合同，我们保留在不提前通知的情况下终止本合同的权利。

## 15. 合规条款

如您作为经销商或以其他方式转售或转让我们产品，应遵守以下规定：您声明并保证在与我们的产品和服务相关的业务活动中遵守反腐败、反商业贿赂、反洗钱的法律：(1) 不会直接或者间接支付或提供有价物品给任何政府或政府组织机构或单位的官员、代表、或工作人员，来为任何个人或公司（如卖方）达成或者保留业务(2) 您不会做出任何违反或导致我们违反《美国反海外贿赂行为法》、《英国反贿赂法》或其他相关法律、法规的关于支付给政府、政府雇员以及相关人员的行为。您进一步声明和保证：尽您所知，上文中叙及的行为在过去并未发生过。并且，声明和保证您的拥有人、负责人、主管、雇员或其它职员不是任何政府、政府授权组织或政治组织的官员、办公人员、雇员或代表人，同时您也不会参与为投标成功而付出金钱报酬的决策过程。您同时声明和保证，将完整和准确地保持所有从我们收到的佣金、服务费或者其它款项的记录，并且接受我们和其代表人的检查和审计。

## 16. 仅可用于工业或者科研等非医疗目的

双方确认：依照中国法律法规之规定，我们的任何产品仅可用于工业或者科研等非医疗目的，不得直接或间接将产品用于临床诊断或其他未经许可的临床医疗用途。我们特此明示提醒：您应严格恪守上述规定，不得超越正常的科研或教学目的而违规使用产品，否则由此造成的一切后果均应由您承担；若我们因此遭受任何损失的，您也应负责对我们做出赔偿。

## 17. 网络安全与数据保护条款

您应遵守所有适用的网络安全和数据保护法律。您承诺不会向我们传输法律禁止对外披露的数据。针对您向我们提供的个人信息（包括但不限于业务联系人信息、系统操作员信息、物流收件人信息等），您应依法在向我们提供前明确告知相关个人信息主体，并取得其充分必要的授权，以使我们可基于与本合同必要相关的目的进行收集、处理、存储、向我们的境外关联方（包括但不限于 Thermo Fisher Scientific Inc.）或服务提供商提供该等信息。关于适用法律要求披露的信息接收方的进一步信息，详见我们的《个人信息保护政策》（访问地址：<https://www.thermofisher.cn/cn/zh/home/global/privacy-policy.html>）。

## 18. 其他条款

18.1 无转让。(a) 未经我们事先书面同意，您不得转让任何义务或转让本协议项下任何权利或索赔。

18.2 管辖法律。本协议及其下条款的履行将受中华人民共和国法律管辖。您与我们之间因本协议或与本协议有关的任何争议，包括与本协议的违约、终止、有效性或解释有关的任何争议，均应由上海国际经济贸易仲裁委员会（以下简称 "SHIAC"）根据当时适用的 SHIAC 仲裁规则在上海进行仲裁解决。

18.3 使用限制和合规性。如果与产品相关的补充条款中没有任何预期用途声明，则产品仅供研究和开发使用。不能将产品直接用于人类或动物，也不得用于诊断或治疗用途、贴标签或出售。产品按照 ISO 9001:2015 的要求进行包装/重新包装。但是，这些产品未按照制药 (21 CFR 210 和 211, ICH Q7/Q10)、生物制品 (21 CFR 600-680) 或医疗器械 (21 CFR 820, ISO 13485:2016) 质量管理体系要求制造、包装/重新包装，不得用作赋形剂、活性药物成分或医疗器械。产品在我们的生产、灌装或包装/重新包装过程中未经过专门测试，以保证我们的溶剂、试剂、催化剂、原材料、设备或包装材料中不含杂质。

如合同/订单中涉及 2015 年中国国家危险化学品目录中的危险化学品，您应遵守《危险化学品安全管理条例》、《危险化学品经营许可证管理办法》。在签署订单/合同前，您应完成危险化学品资质的自我审核及合规管理。如您

的许可资质出现任何会对订单/合同产生实质性影响的情形（包括但不限于资质变更、被撤销、被吊销、届满未续期）时，您承诺在第一时间书面通知我们。我们有权在自行决定后，经提前书面通知您，单方解除合同/订单且无需承担任何违约责任。如因此给我们造成损失的，您应当予以赔偿。如因您的原因而发生的任何违法、违规行为，您应自行承担由此产生的全部法律责任和后果，并承诺补偿并保护我们免于任何第三方提出的任何索赔、权利主张、仲裁或诉讼申请、政府调查、行政处罚等而产生的全部费用、成本、损失、损害或赔偿。（此条款仅适用于您为注册在中国境内的化学品经营企业或者化学品制造商。）

除了本节和本条款第 11 节规定的限制外：(a) 您必须按照我们的说明使用我们的产品；(b) 您必须获得可能需要的所有必要批准和许可；(c) 您必须遵守所有适用的法律、条例和法规，包括但不限于环境法、受控物质法（由当地法规或法律定义，如适用），并且 (d) 您完全负责确保产品适合您的特定用途。

18.4 无法控制的情况。对于因超出我们合理控制范围的情况而导致未能履行本协议项下义务的情况，我们概不负责。在某些情况下，我们可能会使用合理判断来分配可用的产品，在我们的客户之间公平交付。

18.5 无豁免；无效。我们未能行使本协议项下的任何权利并不表示我们放弃因您违反合同而获得损害赔偿的权利，也不代表放弃追究任何后续的违约行为。如果本协议的任何条款或部分被任何有管辖权的法院认定为无效或不可执行，则此类无效或不可执行将不会影响本协议的其他条款。除您或我们外，任何人均不享有本协议项下的任何权利。

18.6 标题。采用标题仅为方便起见，不得用于解释这些实验室化学品条款。

18.7 保密。您同意对因我们之间的讨论、谈判和其他沟通而从我们处收到的任何产品或服务的非公开技术信息、商业信息（包括但不限于价格）或说明（包括任何基因序列、寡核苷酸类型或序列）保密。

18.8 通知。根据本实验室化学品条款要求或允许的任何通知或通信内容均必须采用书面形式，并在亲自送达时视为已收到，或在通过挂号信、预付邮资发送至一方指定地址后的 3 个工作日内视为已收到。

18.9 书面委托要求。除非以书面形式并由我们双方签署，否则对协议条款的任何弃权、同意、修改、修正或变更均不具有约束力。我们未能就您随后发出的任何通信内容中包含的条款提出异议，并不构成对我们协议的弃权或修改。

18.10 可分割性。本协议中被禁止或被认为无效或不可执行的任何条款仅在此类禁止或不可执行的范围内无效，而不会使本协议的其余条款无效。

18.11 语言。本实验室化学品条款以中、英文两种语言书就，具有同等效力。如两种语言存在冲突，应以中文为准。

## LABORATORY CHEMICALS PRODUCTS TERMS AND CONDITIONS OF SALE

Unless otherwise expressly agreed in writing, your purchase of products is subject to the following terms and conditions:

### 1. Agreement Terms

1.1 General Terms. These Laboratory Chemicals Product Terms and Conditions of Sale (“Lab Chemicals Terms”) apply to our provision, and your use, of Lab Chemicals Products (defined below), provided by Fisher Scientific Company L.L.C. and/or its affiliated entities Thermo Fisher Scientific Chemicals Inc.; Acros Organics BV; Avocado Research Chemicals Limited; Fisher Scientific U.K., Ltd.; Maybridge Ltd. Alfa Aesar (China) Chemical Co. Ltd., Fisher Scientific Worldwide (Shanghai) Co., Ltd., and/or Fisher Scientific Korea Ltd., (individually, and collectively, referred to in these Lab Chemicals Terms as “us”, “we”, or “our” or “Thermo Fisher”). These Lab Chemicals Terms are together with our quotation (if any), contract (if any), Documentation (defined below), and any other applicable Supplementary Terms, comprise the agreement (“Agreement”) between you and us for your purchase, and our sale of products. Unless your order is subject to a valid, written, executed agreement between you and us, in which case such agreement applies, you agree to accept and be bound by these Lab Chemicals Terms when ordering products. The Agreement is the complete and exclusive contract between you and us with respect to your purchase and our sale of the products. We reserve the right to change these Lab Chemicals Terms at any time, and any changes we make to these Lab Chemicals Terms will apply to the Agreement between us for any order we receive after the changes are made.

1.2 Supplementary Terms. Some of our products are subject to additional software licenses, Documentation or other written contract terms that you will not find here (“Supplementary Terms”). You will find any Supplementary Terms that apply to your purchase in our quotation to you, or in literature that accompanies the product.

1.3 Lab Chemicals Terms – Specific Definitions. For purposes of these Lab Chemicals Terms, the following definitions apply.

“Documentation” means labels affixed to products or packaging; documentation, specifications, limited use label licenses and/or accompanying package inserts shipped with products; certificates of analysis or conformance made available for applicable products; and/or documentation, specifications, use guidelines or instructions available in our catalogs, on our website, or that we provide to you for applicable products.

“Lab Chemicals Product(s)” are referred to herein as “product(s)” and mean, generally, individually, and collectively, those laboratory analytical reagents or fine chemicals products sold by Thermo Fisher (as defined above) under the brand names Alfa Aesar, Acros Organics, Maybridge, Fisher Chemical, Fisher Bioreagents and/or Thermo Scientific.

“Specifications” means our current, documented specifications or designs for products in effect at the time of order acceptance and/or confirmation; or, in the case of custom products, “Specifications” means the mutually agreed upon written specifications or designs for such custom products.

1.4 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the contract and/or the quotation; (b) any applicable Supplementary Terms; and (c) finally these Lab Chemicals Terms. **We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.**

1.5 When Agreement takes Effect. The Agreement between us is created when you receive email confirmation that we have accepted your order.

### 2. Price

2.1 Determining Price. We may change our list prices at any time without notice. Prices in our quotations are valid for 30 days, unless we state otherwise in writing.

2.2 Taxes and Fees. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

2.3 Delivery Fees; Freight Policy. You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.

### 3. Cancellation and Changes

**3.1 Once you have placed your order, you cannot cancel or change it without our written consent.**

**3.2 In the event that you cancel our own products unilaterally, we are entitled to require liquidated damages as follows: (i) 30% of total order price for universal products, or (ii) manufacturing costs incurred by us, added 30% of the total order price for customized products.**

**3.3 In the event that the products hereunder involve third party products, and we shall purchase the products required by you from a third party in advance for the purpose of contract performance, which incurs the corresponding purchase expenses. You agree not to cancel the third-party products hereunder.**

**3.4 If you request us to delay or suspend the performance of your order, which we agree in writing, and if the suspension or delay period requested is more than 30 days, you shall pay us a suspension/delay fee, equal to 20% of the total value of the products said.**

### 4. Payment

4.1 Payment Terms. We will invoice you for the product price and all other charges due when we ship you the products. Unless we have agreed otherwise in writing, you will pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. We reserve the right to require you to make full or partial payment in advance, or provide other security to our satisfaction, if we believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in the currency specified in our invoice to you.

4.2 Late Payment. If you are late in making payment then, without affecting our other rights you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys' fees). We also reserve the right to cancel or stop delivery of products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in this Agreement.

### 5. Delivery

Unless otherwise specified by us in writing, we will ship products to the destination you specify in your order, CPT Incoterms 2020 our shipping point. By agreeing to these Lab Chemicals Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

### 6. Risk of Loss and Title

Excluding software incorporated within or forming part of a product, which we or our licensors continue to own, title to and risk of loss of the products will pass to you when we deliver them to the destination specified on the order.

### 7. Returns and Shortages

7.1 Returns. Customer Services must pre-authorize all product returns. Customer Services will approve return of any product that is damaged or defective on receipt, provided you contact Customer Services within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five-day period, we will deem the product to be accepted, but you will not lose any warranty rights (if any). Hazardous Goods must be returned in compliance with all applicable Chinese regulations and you shall, at your own cost, package, and engage licensed carriers to deliver, the Hazardous Goods in accordance with the relevant statutory requirements.

7.2 Product-Credit Eligibility. If we exercise our discretion to authorize a product for return, then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of the sale price. We do not credit shipping charges. You will not receive credit for any product returned without our prior consent.

## 8. Warranties

8.1 Limited Warranty for Lab Chemicals Products. Unless a different warranty is included in applicable Supplementary Terms or Documentation, we warrant that each product will substantially conform with our published Specifications at the time of shipment. This warranty lasts from the date we ship the product until the earlier of: (a) the product stated expiry date (if any); or (b) 90 days from the date we ship the product, in all cases as long as the product is stored in accordance with Good Laboratory Practices (GLP) and in accordance with the Specifications and Documentation. Retest dates have no effect on the warranty or warranty period for products.

8.2 Exclusions. In addition to our exclusion for third party products as set out in Section 8.5 of these Lab Chemicals Terms, our warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) your misuse, fault or negligence; (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e); instruments sold to you as 'used' products; (f) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved software, materials, chemicals or other products; or (g) products manufactured in accordance with specifications you gave us. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

If we determine that products for which you requested warranty services are not covered by the warranty, or if we provide repair services or replacement parts that are not covered by this warranty, you will pay or reimburse us for all costs of investigating and responding to such request at our then prevailing time and materials rates.

### 8.3 Limitations.

(A) OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER AND YOU CANNOT TRANSFER THEM. OUR OBLIGATION TO REPAIR OR REPLACE A PRODUCT IS YOUR SOLE REMEDY.

(B) EXCEPT AS OTHERWISE STATED, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES

(a) OF MERCHANTABILITY;

(b) OF FITNESS FOR ANY PARTICULAR PURPOSE; AND/ OR

(c) THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8.4 Remedies. During the applicable warranty period only, for products not meeting our warranty, we agree, in our sole discretion, to repair or replace the non-conforming product and/or provide additional parts as reasonably necessary to

comply with our warranty obligations, but you must first promptly notify us in writing when you discover any defect or non-conformance, and include in the notice clear details of your warranty claim. After our review, assuming we authorize the product return, we will provide you with service data and/or a Return Material Authorization (“RMA”), which may include biohazard decontamination procedures and other product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with this Agreement, you must return the non-conforming products to us, unless we agree otherwise, and we will prepay the shipping costs. For instruments only, we may choose to provide you with new or refurbished replacement parts. All replaced parts will become our property. We will ship your repaired or replacement products according to our Delivery terms in Section 5 of these Lab Chemicals Terms.

8.5 Third Party Products. We do not support or make any warranties about products manufactured or supplied by third parties that you purchase directly from us or through any of our sales channels. We expressly disclaim all warranties associated with the accuracy and/or validity of our third party manufacturer(s)/supplier(s)’ responses, information, statements, certifications, and/or declarations (collectively, “Statements”) made about the products, and any such third party manufacturers’/suppliers’ Statements may be voided or invalidated when the product is downpacked in our facility.

## 9. Indemnification

### 9.1 Our Indemnity.

(A) Our Infringement Indemnity. We will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a product, as manufactured and provided by us to you, but always excluding use and/or combination of such product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on your failure to comply with the Agreement; (b) claims that arose based on your failure to acquire any applicable additional intellectual property rights related to your use of the products (“Additional Rights”); (c) products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions; (d) your use or resale of products; (e) modifications made by you or any third party; or (f) products originating from third parties.

**THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND, SUBJECT TO SECTION 11.4 OF THESE LAB CHEMICALS TERMS, YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.**

(B) Conditions to Our Indemnity. As a condition to our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; (d) give us your reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred, including allowing us to exercise any and all of options set out in Section 11.4 of these Lab Chemicals Terms.

9.2 Your Indemnity of Us. If a third party makes a claim against us: (1) for infringement of its intellectual property rights based on (a) our manufacture or sale of a product or custom product we make under your instructions, specifications, or other directions, or using materials that you provide to us, (b) your failure to comply with the Agreement, (c) your failure to acquire any applicable Additional Rights, or (d) your modification, use or resale of a product, and/or (2) to the extent arising from or in connection with (a) your negligence or willful misconduct, or that of your agents, employees, representatives or contractors, (b) use of a product in combination with equipment or software not supplied by us where the product itself would not be infringing, (i) our compliance with designs, specifications or instructions supplied to us by you, (ii) use of a product in an application or environment for which it was not designed, qualified or validated, or (iii) modifications of a product by anyone other than us without our prior written approval, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys’ fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

## 10. Software

10.1 Definitions. With respect to any software products incorporated in or forming a part of our products, you understand and agree that we are licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "you" is understood and agreed to mean "licensee". We, or our licensor, as applicable, retain all rights and interest in software products we provide to you.

10.2 License. We hereby grant to you a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software we provide to you under this Agreement solely for your own internal business purposes on the hardware products we provide you hereunder, and to use the related documentation solely for your own internal business purposes. This license will automatically terminate when your lawful possession of the associated hardware products provided hereunder ceases, unless earlier terminated as provided in this Agreement.

10.3 Restrictions. You agree to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. You may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without our prior written consent. We will be entitled to terminate this license if you fail to comply with any term or condition herein.

10.4 Return of Software and Documentation. You agree, upon termination of this license, immediately to return to us all software products and related documentation provided hereunder and all copies and portions thereof.

10.5 Third Party Software. The warranty and indemnification provisions set forth in this Agreement will not apply to third party owned software products we provide you. We agree, however, to assign to you any warranty rights we may receive from the original developer or third party supplier, to the extent the original developer or third party supplier allows.

## **11. Intellectual Property**

11.1 Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in Supplementary Terms, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your research and development purposes. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

11.2 Commercial Applications; Additional Rights. Unless we expressly state otherwise in Supplementary Terms, we give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, or in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in respect of our products (including the right to perform fee-for services), please contact our out-licensing department at [outlicensing@thermofisher.com](mailto:outlicensing@thermofisher.com). Where your use of our product is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights.

11.3 Intellectual Property Ownership. Unless otherwise specified in applicable Supplementary Terms, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

11.4 Intellectual Property Infringement. We want to avoid claims of intellectual property infringement. If we believe a product we have sold to you may be subject to a claim for intellectual property infringement, you must allow us (at our option) to either (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) tell you to return the product to us and we will refund to you the price you paid. In the case of instruments, we will take off a reasonable amount for the instrument's use, damage or because it is now out of date or out of use.

## **12. Custom Products**

12.1 Declining to Make or Deliver. If you ask us to manufacture a custom product, we may decline to design or manufacture that product at any stage of the process if the product is unsuitable or commercially impractical to manufacture

as specified. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us.

12.2 Your Responsibilities. By submitting an order for a custom product, you represent and agree that you (a) have given us all information you know of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us; and (b) have the requisite rights, including but not limited to any necessary intellectual property rights, to instruct manufacture of such product.

### 13. Limitations and Exclusions of Liability

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE 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, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY PRODUCT UNIT OR SERVICE, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE SPECIFIC PRODUCT PURCHASED THAT GAVE RISE TO THE LIABILITY.

(C) THE PROVISIONS ABOVE IN THIS SECTION 13 DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DEATH OR PERSONAL INJURY OR PROPERTY DAMAGES CAUSED BY OUR WILLFUL MISCONDUCTS OR GROSS NEGLIGENCE.

### 14. Export Control Compliance

You acknowledge that the provision by us of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by us or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require us or you to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. We shall not be liable to you for any delay or failure to obtain the necessary licenses or approvals. You shall comply with all applicable export laws and regulations. You shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. You agree not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket systems, or military purposes. You will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by you); and (ii) cooperate fully with us in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. You will ensure that the customers and end users to whom You re-sell or transfers the Items agree in writing to the provisions of this Section and You covenants to use its best efforts to enforce such provisions against customers and end users. You shall indemnify and hold us harmless from, or in connection with, any violation of this Section by you or your employees, consultants, agents and/or representatives. In addition, your failure to comply with this Section shall be a material breach of this Contract and shall entitle us to immediately terminate this Contract. We shall be entitled to terminate this Contract without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

### 15. Compliance Provisions

In the event that you are authorized by us to resell or transfer our product as a distributor or otherwise, you shall comply with the following provisions. With respect to laws relating to corruption, commercial bribery, and money laundering, you represent and warrant that with respect to activities involving our products or services, (i) no part of any fees paid by or payable to you or any profits obtained by you or any other items of value will be directly or indirectly paid, offered, transferred, or given

to any official, representative, or employee of any government, government agency, or instrumentality or to any other person acting in a business capacity for the purpose of obtaining or retaining business for or with, or directing business to, any person or company (such as us) and (ii) that you will not do anything to violate or to cause us to violate the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act or any other laws, regulations, and standards dealing with payments to governments, government employees, related persons, or persons acting in a business capacity. You also represent and warrant that to the best of your knowledge none of the actions specified in (i) and (ii) above have occurred in the past. You also represent and warrant that none of your owners, principals, officers, employees, or staff members are officials, officers, employees, or representatives of any government, governmental agency, or political party or a candidate for political office, and that you will not be involved in the decision-making process associated with any award that may be made in response to any bid by us. You also represent and warrant that you will keep complete and accurate records of all payments of any kind made by you from or with respect to commissions, service fees, or other payments received from us, and such records shall be subject to inspection and audit by us and its representatives at any time.

**16. Non-clinical Purpose Use Only**

**You acknowledge that any products hereunder shall only be used for non-clinical purpose, and shall not be used in clinical diagnosis or other clinical medical use without permission under the Chinese laws and regulations unless we expressly states otherwise in product label or other documents accompanying the product. We hereby reminds you expressly that you shall strictly obey the above-mentioned rules and shall not misuse the products which is out of the purpose of normal scientific research, otherwise, you shall bear all consequences arising therefrom and you shall make the compensation to us if we suffered any loss.**

**17. Cybersecurity and Data Protection**

You shall comply with all applicable cybersecurity and data protection laws. You undertake not to transfer to us any data that is prohibited to be disclosed by law. For the personal information you provide to us (including but not limited to business contact information, system operator information, logistics recipient information, etc.), you shall clearly inform the relevant data subject before providing it to us in accordance with the law, and obtain sufficient and necessary authorization from them, so that we can collect, process, store, and provide it to our overseas affiliates (including but not limited to Thermo Fisher Scientific) or service providers for purposes relevant to this contract. For further information about the recipients required to be disclosed by applicable law, please refer to our Thermo Fisher Scientific Privacy Notice at <https://www.thermofisher.cn/cn/zh/home/global/privacy-policy.html>.

**18. Miscellaneous**

18.1 No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

18.2 Governing Law. This Agreement and performance under it will be governed by the laws of the People's Republic of China. Any dispute arising between you and us out of or in relation to this Agreement, including any dispute regarding its breach, termination, validity or interpretation shall be settled by arbitration conducted by Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in SHANGHAI in accordance with its then application arbitration rules of SHIAC.

18.3 Use Restrictions and Compliance. In the absence of any intended use statement in the Supplementary Terms associated with a product(s), which will control, product(s) are for research and development use only. Products are not for direct administration to humans or animals, and are not intended, labeled or sold for diagnostic or therapeutic use. Products are packaged/re-packaged to the requirement of ISO 9001:2015. However, these products are not manufactured, packaged/re-packaged in accordance with pharmaceutical (21 CFR 210 and 211, ICH Q7/Q10), biologic (21 CFR 600-680), or medical device (21 CFR 820, ISO 13485:2016) quality management system requirements and are not intended to be used as excipients, active pharmaceutical ingredients, or medical devices. Products are not specifically tested during our production, filling, or packaging/re-packaging process to guarantee absence of impurities in our solvents, reagents, catalyst, raw materials, equipment or packaging materials.

**In case any contract/PO involves the hazardous chemicals as mentioned under the 2015 Hazardous Chemical List of the PRC, You shall conform to the "Regulation on the Safety Administration of Hazardous Chemicals" and "Administrative Measures on Operating Permits for Hazardous Chemicals". Before the conclusion of the**

**PO/Contract, you shall complete the self-evaluation of our business qualifications for hazardous chemicals and compliance management. In case of any change in your permit or qualifications (including without limitation change in the qualifications, revocation, suspension or non-renewal of the qualifications) which may have material impact on the PO/Contract, you undertake to notify us in writing without delay. we, on our own discretion, upon the prior written notice, is entitled to unilaterally terminate the Contract/PO without incurring any liability towards us. If we suffer any losses so caused, you shall make compensation therefor. In case of any violation of the applicable laws and regulations due to our fault, you shall be solely liable for all the legal liabilities and consequences thus incurred and undertake to indemnify and hold us harmless from any expenses, cost, losses, damages and compensations incurred by any third party's claim, arbitration or litigation application, governance investigation and administrative fines (this section is applicable when you are a chemical operator or manufacturer registered in the PRC).**

In addition to the restrictions set out in this Section and in Section 11 of these Terms: (a) you must use our products in accordance with our instructions; (b) you must obtain all necessary approvals and permissions you may need; (c) you must comply with all applicable laws, ordinances and regulations, including, but not limited to, environmental laws, controlled substances (as defined by local regulations or laws, as applicable) and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

18.4 Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.

18.5 No Waiver; Invalidity. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement.

18.6 Headings. Headings are for convenience only and shall not be used in the interpretation of these Lab Chemical Terms.

18.7 Confidentiality. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

18.8 Notices. Any notice or communication required or permitted under these Lab Chemicals Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.

18.9 Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.

18.10 Severability. Any provision of the Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

18.11 Language. These Lab Chemicals Terms are made in both Chinese and English. Both languages shall have the same effect. Chinese version shall prevail in case of any conflict between the two languages.