



BioSurface Technologies Corporation

TERMS AND CONDITIONS OF SALE

Revision Date: February 29, 2024

BioSurface Technologies Corporation ("BioSurface Technologies") will provide the sale of materials and products based on the following terms of sale:

1. **Shipping Documentation:** BioSurface Technologies ("BioSurface Technologies") will provide shipping documentation based on shipping Delivery Duties Unpaid (DDU) or Carriage Insurance Paid (CIP) via carriers selected by BioSurface Technologies. Any request for additional documentation or alternate shipping terms or carrier may incur additional fees or charges, which will be communicated to the Buyer in advance. It is the Buyer's responsibility to review and confirm the accuracy of all shipping documentation provided by BioSurface Technologies.
2. **Certificate of Origin and Notarized Documents:** Certificate of Origin generation and all documents requiring notary signature or Chamber of Commerce charges are available upon request by the Buyer. BioSurface Technologies will facilitate the preparation and issuance of such documents, and the applicable fees will be specified upon request. The Buyer acknowledges that any delays or errors in the preparation of these documents due to incomplete or inaccurate information provided by the Buyer may result in additional fees and charges.
3. **Shipment Insurance:** Shipment Insurance will be provided for the value of the contents of the shipment based on the seller's cost to replace damaged items. The insurance limitations and coverage for each shipment will be determined by the carrier selected by BioSurface Technologies, and details can be obtained from the carrier's website or documentation. Filing of claims will be initiated by BioSurface Technologies, and damaged products will be replaced as necessary upon reimbursement by the carrier. However, the buyer must provide documented proof of damage to facilitate the claim process. Insurance coverage is included only for shipments organized by BioSurface Technologies under Delivery Duties Unpaid (DDU) or Carriage Insurance Paid (CIP) incoterms. Shipments under Ex-Works (EXW) incoterms will not include insurance coverage.
4. **Import Duties and Taxes:** BioSurface Technologies is not responsible for any import duties, taxes, or fees associated with the importation or delivery of products other than quoted transportation and insurance charges. The Buyer acknowledges and agrees to comply with all applicable customs laws, regulations, and requirements of the destination country. Additionally, BioSurface Technologies does not authorize any agent to act on its behalf without direct written authorization, except for carriers designated by BioSurface Technologies for international shipments as specified.
5. **Shipping Charges and Payment Terms:** Shipping charges on all orders are designated as Prepaid and Add (PPA) unless specific alternative arrangements are made at the time of order placement. The Buyer acknowledges and agrees to the shipping charges communicated by BioSurface Technologies and agrees to pay for such charges as part of the purchase agreement. Additionally, the Buyer agrees to be responsible for any shipping charges charged by BioSurface Technologies in the event that the order did not already include shipping charges. Any deviation from the standard shipping terms must be mutually agreed upon in writing by both parties.
6. **Ex-Works Shipments and Buyer Responsibilities:** When shipping Ex-Works or carrier collect on a buyer or third-party account, conveyance of the order is at the transfer to the designated carrier. All damages during transport will be the responsibility of the Buyer. The Buyer is responsible for arranging insurance coverage for the shipment and filing any claims for loss or damage directly with the carrier. BioSurface Technologies shall not be held liable for any damages incurred during transit under such circumstances.
7. **Payment and Transfer of Funds:** All fees associated with payment and transfer of funds, including but not limited to agent fees, transfer fees, taxes, and document fees, are the responsibility of the paying party. Payment via Electronic Funds Transfer (EFT) is the preferred method of payment receipt, and arrangements for EFT should be made prior to the receipt of goods. Payment past agreed terms may result in late payment fees and charges assessed by BioSurface Technologies. The Buyer acknowledges and agrees to adhere to the payment terms specified in the purchase agreement and to promptly remit payment in accordance with the agreed-upon terms.
8. **Payment Methods:** Payment to BioSurface Technologies can be made using the following methods. Please note that BioSurface Technologies does not accept Letters of Credit:
 - a. **Electronic Funds Transfer (EFT):**
 - i. **International:**

SWIFT: USBKUS44IMT (US Bank NA)
ABA #: 092900383
Beneficiary: BioSurface Technologies Corporation
Account #: 150091953201
 - ii. **Domestic US/Canada:**

ABA #: 092901683 (First Interstate Bank - Bozeman Branch)
Account #: 2030117986 (BioSurface Technologies Corporation)
 - b. **Credit Card:** BioSurface Technologies accepts payment via major credit cards.
 - c. **Check:** Checks drawn in US Dollars from a US-based bank should be made payable to:

BioSurface Technologies Corp.
421 West Griffin Drive #2
Bozeman, MT 59715

9. **Payment Terms:** Payment terms are net 30 days for accounts with approved credit. Accounts exceeding the 30-day term require a quote specifying the requested payment period and pricing. BioSurface Technologies reserves the right to assess fees on overdue amounts at a rate of 2.5% per month interest charges, along with a \$35.00 USD late fee per month.
10. **Credit Card Payments:** Credit card payments for invoices aged more than 15 days past shipment will incur additional processing fees amounting to 3% of the total purchase value. However, credit card payments made at the time of order shipment will not incur these additional processing fees.
11. **Additional Terms & Conditions:** Any additional Terms & Conditions of Sale proposed by the purchaser may necessitate advance notification and acceptance by BioSurface Technologies before the acceptance of sales orders. Pricing and quotes are based on a net 30-day payment period; however, alternate payment terms may be available upon special request and may result in changes in pricing. Placing an order with BioSurface Technologies signifies acceptance of these terms and conditions in their entirety.

Return and Refund Policy

BioSurface Technologies Corporation ("BioSurface Technologies") does not accept returns for any reason. As used equipment may have been exposed to conditions that could affect subsequent experiments, it cannot be recycled or returned. Upon receiving your order, please thoroughly inspect all equipment and notify BioSurface Technologies immediately of any breakage, machining defects, or material defects that may affect the product's operation. Any damaged or missing items must be reported to BioSurface Technologies within 30 days of receiving the shipment.

Product Warranty: All products are provided with a six (6) month limited warranty, which covers the repair or replacement of affected components at the discretion of BioSurface Technologies Corporation ("BioSurface Technologies"). The sales agreement does not include any implied warranty or liability beyond this limited warranty. BioSurface Technologies shall not be held responsible or liable for any delays resulting from damaged or defective warranted equipment. Furthermore, BioSurface Technologies bears no responsibility or liability for any injuries sustained due to the improper use of equipment supplied. It is expressly understood that all equipment supplied by BioSurface Technologies is intended for research purposes only, and no warranty or guarantee, implied or otherwise, regarding operation or effectiveness is provided. Some electronic components may be eligible for additional warranty coverage through third-party equipment manufacturers. It is the end user's responsibility to ensure proper cleaning, sterilization, and preparation of all BioSurface Technologies' products for experimental applications. Please note that sterilization by autoclave at temperatures exceeding 121°C may damage components and is not covered under warranty.

Release of Liability

By purchasing and/or using products or equipment provided by BioSurface Technologies Corporation ("BioSurface Technologies"), the purchaser, purchasing company or organization, and/or user (collectively referred to as "Buyer") hereby acknowledge and agree to the following:

1. **Assumption of Risk:** The Buyer acknowledges that the use of laboratory equipment and materials, including biological agents, involves inherent risks, including but not limited to exposure to chemicals, mechanical hazards, biological hazards, and potential malfunction of equipment. The Buyer voluntarily assumes all risks associated with the use of the products provided by BioSurface Technologies, including those related to biological agents.
2. **Release of Liability:** The Buyer releases, waives, and discharges BioSurface Technologies, its officers, directors, employees, agents, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to the use, misuse, or inability to use the products provided by BioSurface Technologies, including but not limited to personal injury, property damage, or any other loss or harm.
3. **Indemnification:** The Buyer agrees to indemnify and hold harmless BioSurface Technologies, its officers, directors, employees, agents, and affiliates from any and all claims, demands, damages, liabilities, costs, and expenses, including attorney's fees, arising out of or related to the Buyer's use of the products provided by BioSurface Technologies.
4. **Express Assumption of Risk:** The Buyer expressly acknowledges and agrees that the provisions of this release of liability are intended to be as broad and inclusive as permitted by the laws of the jurisdiction and that if any portion of this release is held invalid, the remaining provisions shall continue in full force and effect.
5. **Acknowledgment of Understanding:** The Buyer acknowledges that they have read this release of liability, understand its contents, and voluntarily agree to be bound by its terms on behalf of themselves and the purchasing company or organization.

By purchasing, receiving, and/or using products or equipment provided, sold, or manufactured by BioSurface Technologies Corporation, the purchaser, purchasing company or organization, and/or user hereby acknowledge and agree to the terms outlined in this document in its entirety.