

BRANCHPOINT BIOSCIENCES, INC.
TERMS AND CONDITIONS OF SALE

Thank you for your interest in purchasing our products. We value your business and our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please contact us directly at info@branchpointbiosciences.com. 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 terms and conditions (“Terms”), our quotation (if any) and Supplementary Terms (as defined below), if any, comprise the agreement (“Agreement”) between you and Branchpoint Biosciences, Inc. Unless your order is subject to a valid, written, executed agreement between you and Branchpoint Biosciences, Inc., in which case such agreement applies, you agree to accept and be bound by this Agreement by ordering products on our website or if you receive ordering or sales documents that reference these Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of the products.

1.2 Supplementary Terms. Some of our products may be subject to additional 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, on our website, or in literature that accompanies the product. You can also obtain copies by emailing us at info@branchpointbiosciences.com.

1.3 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) any applicable Supplementary Terms; and (c) finally these 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.

1.4 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 prices at any time without notice. Prices we quote you are valid for 30 days, unless we state otherwise in writing. If no price has been specified or quoted to you, the price will be the product price on our website in effect at the time we accept your order.

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

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

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. You may make payments via ACH or other electronic interface that directly exchanges funds between your bank account and ours; checks mailed to one of our lockbox remittance locations; or a credit card provided at the time of purchase.

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 1.5% 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

5.1 Delivery. We will ship products to the destination you specify in your order, FCA Incoterms 2010 our shipping point. By agreeing to these 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 load them onto the commercial carrier at our facility.

7. Returns and Shortages

7.1 Returns. We must pre-authorize all product returns. We will approve return of any product that is damaged or defective on receipt, provided you contact us at info@branchpointbiosciences.com 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.

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. Certain of our assays are covered by the Branchpoint Biosciences Assay qPCR Guarantee, the terms of which are attached as Exhibit A.

8.2 Exclusions. In addition to our exclusion for third party products as set out in Section 8.7 of these 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) 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 (f) 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) THE 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 EXPRESSLY SET FORTH IN EXHIBIT A, 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 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. We will ship your repaired or replacement products according to our Delivery terms in Section 5 of these 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 through any of our sales channels. When you buy a third party product, we will let you know that this purchase is governed by the third-party’s own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims. We agree, however, to assign to you any warranty rights we may receive from the original manufacturer or third party supplier, to the extent the original manufacturer or third party supplier allows.

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 10.5 OF THESE 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 10.5 of these Terms.

9.2 Your Indemnity of Us. If a third party makes a claim against us 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, 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. Intellectual Property

10.1 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 internal research purposes only. No right to transfer, reverse engineer, decompile, disassemble, 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.

10.2 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 info@branchpointbiosciences.com. Where your use of our product is outside the scope of the Agreement, it is solely your responsibility to acquire Additional Rights.

10.3 Branchpoint Primer Materials. Your use of products and materials containing or using our primer sequences, primer designs, primer assays, primers, probe sequences, probe designs, probe assays or probes (collectively “Branchpoint Primer Materials”) is subject to the following additional terms. You acknowledge and agree that we have and retain all right, title and interest in and to the Branchpoint Primer Materials, and by way of example retain exclusive rights to sell or commercialize (as a catalog product or otherwise) such Branchpoint Primer Materials and to provide services using the Branchpoint Primer Materials. All custom laboratory products and/or custom laboratory services derived from or incorporating the Branchpoint Primer Materials, as well as the Branchpoint Primer Materials themselves, are provided on a non-exclusive basis and we reserve all rights for us and our affiliates to provide third parties with primer sequences, primer designs, primer assays, primers, probe sequences, probe designs, probe assays and probes that are identical or similar to any Branchpoint Primer Materials, provided that we will not disclose confidential information (if any) received from you. The Branchpoint Materials are not provided with service rights or other rights for commercial use. If you require additional use rights, please contact our outlicensing department at info@branchpointbiosciences.com. Where your use of our product is outside the scope of the Agreement, it is solely

your responsibility to acquire Additional Rights.

10.4 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.

10.5 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.

11. Custom Products

11.1 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 so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined product. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us.

11.2 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.

12. Limitations and Exclusions of Liability

12.1 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 (INCLUDING BUT NOT LIMITED TO ALL 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.

12.2 IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR ANY PRODUCT UNIT OR SERVICE, IS LIMITED TO 120% OF THE AMOUNT YOU PAID TO US FOR THE SPECIFIC PRODUCT PURCHASED THAT GAVE RISE TO THE LIABILITY.

12.3 THE PROVISIONS ABOVE IN THIS SECTION 12 DO NOT LIMIT OUR LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD AND DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

13. Export Restrictions

13.1 Items. You acknowledge that each product and any related software and technology, including technical information we supply you, including those contained in product documents (collectively "Items"), is subject to U.S., EU and local government export controls.

13.2 Export Controls. The export controls may include, among others, those of the Export Administration

Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries.

13.3 Compliance Requirements. You must comply with the EAR, and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S. government agency; (a) export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government; (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export.

13.4 Audit Cooperation. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants’, agents’ or employees’ violation of this Section 13.

14. Miscellaneous

14.1 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.

14.2 Governing Law. The Agreement and performance under it will be governed by the laws of (a) the state of California, if you are located in the USA or Canada; or (b) the laws of the country where the selling entity (as specified on your order confirmation from us) is located, if you are not located in the USA or Canada. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

14.3 Regulatory Restrictions. In addition to the restrictions set out in Section 10 of these Terms: (a) you must use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

14.4 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.

14.5 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.

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

14.7 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.

14.8 Notices. Any notice or communication required or permitted under these 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.

14.9 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.

14.10 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.

EXHIBIT A: Branchpoint Biosciences Assay qPCR Guarantee

Updated September 12, 2024

EXHIBIT A

Branchpoint Biosciences, Inc. Branchpoint Biosciences Assay qPCR Guarantee

Only the following assays (each, a “Covered Assay”) are covered by the Branchpoint Biosciences Assay qPCR Guarantee:

- Branchpoint Predesigned Genomic Assay Products.

Without limiting the foregoing, custom assay products are expressly excluded from the Branchpoint Assay qPCR Guarantee.

Branchpoint Biosciences makes the following guarantee to the customer on each Branchpoint Covered Assay delivered to the customer:

- **Quality** – Each Covered Assay is manufactured with high quality to enable reproducible results within a single lot. Lot-to-lot variation may offer comparable results.
- **Performance** – Each Covered Assay is designed with a robust algorithm enabling superior sensitivity, specificity, and accuracy. Covered Assay’s performance specifications are set based on purified, high quality samples. Covered Assay’s performance may vary depending on the type and quality of sample.
- **Results** – Each Covered Assay will enable you to obtain data you can trust.

If any Covered Assay does not meet the above guarantee, Branchpoint at its option will either replace it at no cost or credit your account with the purchase price of such Assay. For a Covered Assay purchased in a multi-assay arrayed format, Branchpoint reserves the right to replace or provide credit for each Covered Assay individually and is not obliged to replace or provide credit for all Assays. Customer may use such credit to purchase other assay products from Branchpoint. **REPLACEMENT OR CREDIT OF THE PURCHASE PRICE AS SET FORTH ABOVE IS BRANCHPOINT’S SOLE OBLIGATION AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO FAILURE OF THE COVERED ASSAYS TO MEET THE BRANCHPOINT ASSAY QPCR GUARANTEE.** Customer must contact Branchpoint Technical Support to submit any guarantee claim. Branchpoint’s support team will help customer to identify the issue and replace the Assay or credit customer’s account as needed. Customer’s data may be requested by Branchpoint to evaluate Assay’s performance.

Guarantee claims should be made within 12 months of delivery or by the specified expiry date noted on packaging or associated product documentation, whichever is shorter. Any such claims not made by the customer within the applicable warranty period will be forfeited. Branchpoint Assay qPCR Guarantee is limited to the buyer of the product from Branchpoint and is not transferable.

Except for the foregoing Branchpoint Assay qPCR Guarantee, Branchpoint does not make any other guarantee, warranty, or representation with respect to any Covered Assay or other Branchpoint assay or product notwithstanding anything to the contrary in any product documentation. The Branchpoint Assay qPCR Guarantee is Branchpoint’s sole and exclusive guarantee with respect to a Covered Assay and is in lieu of all other guarantees, warranties, or representations. **BRANCHPOINT DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

The Branchpoint Assay qPCR Guarantee does not cover, and Branchpoint has no obligation to replace or provide credit if a Covered Assay does not meet the Branchpoint Assay qPCR Guarantee because of the customer’s failure to store or use the product in accordance with recommended protocol for the related Assay product; failure to use the product in accordance with good laboratory practices by technically qualified persons; other misuse or neglect, including but not limited to improper storage, maintenance, shipping, or handling; improper or abnormal use, including operation outside of the environmental or use specifications specified by Branchpoint; accidents of any kind or nature; adulteration; unauthorized change or modification; and use with chemicals, reagents or any other product not supplied or recommended in writing by Branchpoint for use with the product, provided that Branchpoint may at its sole discretion honor its Branchpoint Assay

qPCR Guarantee for a Covered Assay run by customer on a non-recommended instrument.

Customer is responsible for any verification of the Covered Assay and compliance with any regulatory requirements that pertain to their procedures and uses of the Covered Assay for Research Use Only. Improper or unapproved or noncompliant uses of the Covered Assay render any Branchpoint obligations under this Branchpoint Assay qPCR Guarantee null and void.

To the fullest extent allowed by law, in no event shall Branchpoint be liable, whether in contract, tort, strict liability, negligence, warranty, or under any statute or any other basis for any special, incidental, indirect, exemplary, punitive, multiple or consequential damages sustained by customer or any other person or entity arising out of or caused by the Covered Assay or other products, Branchpoint's performance or failure to perform its obligations relating to the purchase, possession, or use of the Covered Assay or performance of services, whether foreseeable and whether or not Branchpoint is advised of the possibility of such damages, including without limitation damages arising from or related to loss or use, loss of data, downtime, procurement of substitute goods or services, or for loss of revenue, profits, goodwill, or business or other financial loss. In addition, Branchpoint's maximum aggregate liability arising out of or in connection with the failure of Branchpoint to the Branchpoint Assay qPCR Guarantee is limited to the amount customer paid for the Covered Assay that gives rise to such guarantee claim. Some countries or jurisdictions limit the scope of or preclude limitations or exclusion of warranties, of liability, such as liability for gross negligence or willful misconduct, or of remedies or damages, as or to the extent set forth above. In such countries and jurisdictions, the limitation or exclusion of warranties, liability, remedies or damages set forth above shall apply to the fullest extent permitted by law and shall not apply to the extent prohibited by law. Without limiting the foregoing statement, nothing in this document is intended to or will exclude or limit Branchpoint's liability for death or personal injury caused by its negligence or fraud, or any other liability to the extent that the same may not be excluded or limited by applicable law.

Branchpoint reserves the right to add or remove products covered by the Branchpoint Assay qPCR Guarantee and to modify the terms of or terminate the Branchpoint Assay qPCR Guarantee without prior notice to customers.

All Branchpoint products are for research use only and may not be used to diagnose or treat any medical condition.

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