



## TERMS & CONDITIONS

In these terms and conditions, "Senpro Co., Ltd." means a Korean corporation that exists under the laws of the Republic of Korea with a registered address at Pohang University of Science and Technology (POSTECH), C5 Building, 77 Cheongam-ro, Nam-gu. , Room 220, Pohang, Gyeongbuk 37673, South Korea. Buyer means any person, company, firm or other organization that has ordered Products from SenPro Inc. Product means a product manufactured by SenPro Co., Ltd. These Terms may not be changed or waived except as follows. Upon the express written consent of a duly authorized officer of SenPro Co., Ltd.

## PRICING AND PAYMENT TERMS

SenPro Co., Ltd reserves the right to change prices without prior notice. All prices do not include customs duties, VAT or other taxes. Buyer is solely responsible for these taxes and agrees to indemnify SenPro Co., Ltd for any such taxes if Buyer fails to pay them properly. SenPro Co., Ltd is liable for sales tax on shipments of products to jurisdictions where SenPro Co., Ltd is responsible for collecting sales tax unless the purchaser provides SenPro Co., Ltd with tax exemption information (hardcopy and softcopy). Add. (main)

Payment terms are 15 days from the invoice date. Payment is made in full in the USD currency invoiced. Buyers are responsible for paying all bank charges incurred at checkout. Full payment instructions are stated on your invoice.

SenPro Co., Ltd reserves the right to suspend delivery or cancel the order if payment terms are not met. SenPro Co., Ltd also reserves the right to charge interest at 24% per annum on all outstanding amounts calculated daily up to the date of actual payment. Buyer will be liable to SenPro Co., Ltd for all costs and fees, including attorneys' fees, that SenPro Co., Ltd may reasonably incur in any action for collection against Buyer's delinquent account.

After receiving the invoice, you can pay by bank transfer.

## ORDER CONFIRMATION AND DUPLICATION

Written confirmation of internet orders is NOT required. In case a guarantee of an order is sent, it should be marked with "CONFIRMING ORDER, DO NOT DUPLICATE".

## SHIPPING

Shipping and handling costs shall be added to the invoice. SenPro Co., Ltd reserves the right to select the packaging and shipping method and the carrier to be used for the Buyer's order. Unless otherwise agreed, shipment will be FedEx. SenPro Co., Ltd shall not be responsible for any loss or damage to product(s) following delivery to the carrier.

Shipments are typically initiated the same day as the order is received. Depending on the country of destination, please allow 1 to 5 days for delivery. Orders received on Fridays or day before holiday shall be shipped next working/business day. Shipping information will be e-mailed to the Buyer once the order is shipped.

## RETURN AND REPLACEMENT POLICY

Packaging and products should be inspected immediately upon receipt. Damaged items cannot be returned without authorization. The Buyer shall notify SenPro Co., Ltd within ten (10) working days of receipt in writing of any claim for credit or return of goods. A return authorization must be obtained from SenPro Co., Ltd for all returns. Product(s) must be returned within thirty (30) days of receiving a return authorization. SenPro Co., Ltd ' sole obligation shall be, at its own option, to replace any defective product(s) or refund the purchase price of any undelivered product(s). Where delivery of any Product requires an export license or other authorization before shipment, SenPro Co., Ltd shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or permission.

## LIMITATIONS OF PRODUCT USE

All SenPro Co., Ltd 's products are "FOR RESEARCH USE ONLY AND ARE NOT INTENDED FOR DIAGNOSTIC OR THERAPEUTIC USE OR ANY USE IN HUMANS". SenPro Co., Ltd 's products may not be resold, modified for resale or used to manufacture commercial products without prior written approval from SenPro Co., Ltd. Any misuse of SenPro Co., Ltd products for any purpose other than intended may have legal ramifications. All the products are to be used as per the manual provided along with the product for optimum results.

The Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of Products. Any warranty granted by SenPro Co., Ltd to the Buyer shall be deemed void if any goods covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify and hold SenPro Co., Ltd and its employees, managers and directors, harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that SenPro Co., Ltd suffers or incurs by reason of any such unintended use. SenPro Co., Ltd cannot provide a guarantee for all applications for which a specific reagent may be used. Further, information disclosed in SenPro Co., Ltd product literature should not be considered as a recommendation to use its products in violation of any patents. SenPro Co., Ltd shall not be liable for its failure to perform any of its obligations resulting from circumstances beyond its reasonable control. SenPro Co., Ltd will notify its Buyers as soon as practically possible after it becomes aware of deficiencies in a product supplied. Any claim relating to products shall be limited to replacement or refund of original purchase price paid. In no event shall liability of SenPro Co., Ltd exceed the purchase price paid for the products. Except for the express warranties set out in these terms, all other warranties express or implied, statutory or otherwise are hereby excluded to the extent permissible by law.

## WARRANTY

Product information on the website reflects, in general, the applications and conditions for use. Products should be used in accordance with the product insert shipped with the product. SenPro Co., Ltd reserves the right to change product specifications without prior information. All products supplied by SenPro Co., Ltd are warranted to meet our published specifications when used under normal conditions in the Buyer's laboratory. All warranty claims on any products must be made within thirty (30) days of receipt of the product. SenPro Co., Ltd' sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to replacement or refund at the sole option of SenPro Co., Ltd.

SenPro Co., Ltd HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED.

## LIMIT OF LIABILITY

SenPro Co., Ltd shall have no liability under the Warranty in respect of any defect in the products arising from: specifications or materials supplied by the Buyer; fair wear and tear; wilful damage or negligence of the Buyer or its employees or agents; abnormal working conditions at the Buyer's premises; failure to follow SenPro Co., Ltd's

instructions (whether oral or in writing); misuse or alteration or repair of the products without the SenPro Co., Ltd' approval; or if the total price for the products has not been paid.

SenPro Co., Ltd SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

The exclusion of liability in these Terms & Conditions shall not apply concerning death or personal injury caused by SenPro Co., Ltd's negligence. SenPro Co., Ltd shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

## HEALTH, SAFETY AND WASTE

The Buyer shall ensure that the specification of the products is safe for the intended use, that the products are handled in a safe manner, and that any waste originating from the products is disposed of in accordance with any relevant regulations. The Buyer agrees to indemnify, defend and hold SenPro Co., Ltd, its directors, officers, shareholders, employees, representatives and assigns (collectively, "Affiliates") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any third party against SenPro Co., Ltd or its Affiliates alleging or arising from or related to any breach of these Terms & Conditions by you. This paragraph survives expiration or termination of your account or these Terms & Conditions.

## FORCE MAJEURE

SenPro Co., Ltd shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lockouts or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment, or similar event affecting the performance of SenPro Co., Ltd or its subcontractor

## GENERAL

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## INTELLECTUAL PROPERTY

Buyers acknowledge that SenPro Co., Ltd retains intellectual property rights in the trademarks, tradename, Products and analysis tools including content on the website. The Buyers also agree not to act in any manner that may infringe on these rights.

## ORDER HANDLING, DUTIES & TAXES

All duties and taxes are to be paid by the recipient of the shipment. Shipping costs will be added to your invoice. Large orders and/or individual countries may have increased freight costs. We reserve the right to additional

charge a Handling Fee when shipping is requested via a specified carrier. Prices in USD will be converted to other currencies depending on the daily exchange rate.