



## **CDG Biotech Corp-Sales Policies-Effective January 1st, 2024**

Acceptance All sales are subject to and expressly conditioned upon these Terms and Conditions of Sale set forth herein and upon buyer's consent to same. No variation of these Terms and Conditions of Sale shall be binding on seller unless agreed to in writing and signed by an officer or other authorized representative of seller.

Orders We accept orders online through our website. You may also send an email to [orders@cdgbiotech.com](mailto:orders@cdgbiotech.com). Please be ensure to send us a formal PO as our ISO requirements mandate. You may contact us for PO template with all of our product numbers and descriptions. For full details, please see our Customer Order Instructions.

Condition of Sales Under the U.S. Food and Drug Administration (FDA), several of the products available for purchase from CDG Biotech Corp. are available for research uses only. The Code of Federal Regulations, Title 21, Sections 312.9 and 809.10 explicitly state that such research products are for investigational use in laboratory research animals or in-vitro research only. All CDG Biotech Corp. products are for research or manufacturing use only unless they are specifically labeled for in vitro diagnostic use. Products should not be used for human therapeutics. Products are for professional use only according to IFU by skilled individuals or trained lab staff.

Pricing and Content Information CDG Biotech Corp. Inc. services many markets and customers, including end-users, distributors and other wholesalers worldwide while providing e-commerce applications. Pricing information presented online is valid for USA-based and other select international end-users wherein CDG Biotech Corp. sells directly. If you have an account with CDG Biotech Corp., please login in with your email address and password in order to see your applicable account pricing. The prices at the product level will change after login if your account has a different price list.

All sales are subject to CDG Biotech Corp. review and approval, which will be considered against existing distribution agreements present in various worldwide territories. In the event that an item is listed at an incorrect price or you are ineligible to order such item(s), CDG Biotech Corp. shall have the right, at CDG Biotech Corp.'s sole discretion, to refuse or cancel any orders placed for that item. Any order placed online from a new customer, is subject to CDG Biotech Corp.'s approval, new account screening and application process. Until the new account process is complete, no order will be approved or shipped.

Order Acceptance All orders are subject to CDG Biotech Corp. review and approval before any shipment is made. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at our sole discretion. For your convenience, you will not be charged until your payment

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method is authorized, the order information is verified for accuracy and your order is shipped. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and accounting department. We may also require additional verification or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

**Pricing Agreements** CDG Biotech Corp. provides quotations in USA dollars with a validity of 30 days, but quotes may be subject to change at any time by CDG Biotech Corp. without prior notice. To receive a quote please inquire to [orders@cdgbiotech.com](mailto:orders@cdgbiotech.com). Prices may also be set in our Distribution Agreements.

**Payment and Credit Terms** CDG Biotech Corp. requires new customers prepay their initial orders. Based on products ordered and other factors, CDG Biotech Corp. may, at its discretion, establish credit and payment terms, which are typically net 30 days.

**Shipping Policies** CDG Biotech Corp. utilizes Federal Express, UPS, DHL as express shippers and MAP Cargo as a freight forwarder. However, CDG Biotech Corp. can also ship via other air forwarders but it is the customers' responsibility to ensure the shipper meets our transport conditions. All shipments are sent freight collect, unless otherwise arranged, or the order is prepaid and inclusive of freight charges. Manufacturer agrees to properly pack all items for shipment. Risk of loss due to damage or destruction of products shall be borne by buyer after delivery to the carrier for shipment. All orders are subject to acceptance by buyer.

**Shipment & Storage Conditions** Immunoassay products may be transported at ambient temperature provided transit time less than five days and temperatures are less than 30°C. For warmer climates or seasons (that is, greater than 30°C) transport must be less than 2 days. Upon arrival, product(s) must be stored in refrigerated conditions (2°C to 8°C) at Customer's warehouse or end-user site. See Kit Shipping and Storage. Additionally, Further information is detailed in our Sales Agreements. Biomaterial products may have different requirements and will be discussed at time of sale with buyer.

**Expiration Date** CDG Biotech Corp. guarantees a minimum of 6-months shelf life from the date of shipment. Stability claims are found in the product Technical File, and Expiration dates are assigned by lot based on the included components as related to the manufacturing dates of available inventory.

**Evaluation Samples** It is our policy to provide immunoassay kit samples to distributors for a nominal fee. Please request "Distributing CDG Biotech Corp." from CDG Biotech Corp. sales

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team by contacting [orders@cdgbitech.com](mailto:orders@cdgbitech.com). This document discusses the initial terms of business.

Special Handling Products requiring special packaging, such as dry ice, are subject to a handling charge.

Returns No returns are accepted without prior authorization from CDG Biotech Corp. Please contact [support@cdgbitech.com](mailto:support@cdgbitech.com) to determine the eligibility of return and applicable restocking fees.

### Support & Warranty

Assays It is our policy to provide Technical Support for any CDG Biotech Corp. Q-strip branded kits within their shelflife via our Support page. Pending confirmation those kits were shipped and stored correctly (in compliance with our Policy), and any component(s) are found to be defective, CDG Biotech Corp. will replace those component(s) or at its discretion issue a credit. No kit(s) or component(s) should be physically returned to CDG Biotech Corp. without CDG Biotech Corp.'s instruction/ authorization.

Registration & Documentation CDG Biotech Corp. can provide you with original copies of our Manufacturing License, Free Sales Certificate, FDA Export Certificate or CE Declaration of Conformity. Should the government(s) in your market(s) require additional approvals, we are happy to work with you and/or their import agencies.

You may also access our online Search for COA to download any quality certificate by the product lot number. In the Customer Center you will also find all transactions including invoices which list product lots included with each sale.

Disclaimer CDG Biotech Corp. warrants (to the original purchaser only) that products conform to the specifications as described at the time of the shipment. Buyer acknowledges and agrees that, in the event that any of CDG Biotech Corp.'s products are proven to be defective (conferred by CDG Biotech Corp. QC) at any time during their shelf life, having been properly shipped and properly stored, buyer's sole remedy is either the replacement of the defective product or the issuance of a financial credit representing the purchase cost. Buyer agrees that in no event or under any circumstances shall CDG Biotech Corp. be liable for any actual, consequential, punitive damages, personal injury, loss of business, profit, or any other damages whatsoever other than the value of replacement cost of the defective product. CDG Biotech Corp. makes no other warranty, express or implied.

Indemnification Buyer agrees to indemnify and hold harmless CDG Biotech Corp. and its officers, employees, and authorized successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including without limitation,

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attorneys' fees as provided in this agreement, arising out of the willful misconduct, negligent or intentional misrepresentation, negligence, errors or omissions, breach of contract or other conduct of buyer or its employees, agents, representatives or any person acting on behalf of buyer which arises out of any representation, warranty, or contract made by buyer or its representatives with respect to CDG Biotech Corp.'s products.

**Choice of Law and Venue** To the extent they are not pre-empted by federal law, these Terms and Conditions of Sale are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms and Conditions of Sale submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Orange in the State of California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions of Sale, the prevailing party shall be entitled to costs and attorney fees. In the event that any of the Terms and Conditions of Sale are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

**Headings** The section titles, captions, and headings contained in the instant Terms and Conditions of Sale are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of these Terms and Conditions or the intent of any of its provisions.

**Interpretation** These Terms and Conditions of Sale shall be construed according to their fair meaning and not strictly for or against buyer or seller.

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