Dharmacon, Inc. ("Dharmacon"), hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Product(s)") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Terms"). These Terms, together with Dharmacon’s quotation ("Quote") (if any) and Additional Terms (if any) explain and create the contractual agreement between Dharmacon and Buyer regarding Dharmacon’s provision and Buyer’s use of the Products ("Agreement"). The Agreement between Dharmacon and Buyer is created when Dharmacon accepts Buyer’s order, either by sending a written confirmation, or by shipping the Product or otherwise initiating action to provide what Buyer has ordered. The Agreement is between Buyer and the Dharmacon entity that appears on the Dharmacon order confirmation or invoice. Dharmacon’s duties and obligations under these Terms, including but not limited to invoicing and payment processing, may be performed by any Dharmacon affiliate.

If Buyer has any questions regarding the Agreement, please contact Dharmacon at 800-235-9880 or cs.dharmacon@horizondiscovery.com. Dharmacon may amend these Terms or Additional Terms at any time by posting amended Terms or Additional Terms on the web site. The amended or updated Terms or Additional Terms will be effective upon the date of posting, or such later date specified therein, and will apply to purchase(s) of Products beginning with such effective date. Dharmacon may add, delete, modify or substitute the Products offered on the web site, the pricing for such Products or any other web site content in Dharmacon sole discretion at any time. Buyer’s use of the web site signifies Buyer’s legal and binding acceptance of the Agreement, Dharmacon’s privacy policy, and any other agreement related to Buyer’s use of this web site.

1. **Buyer’s Permitted Uses and Restrictions on Such Use.** Unless otherwise set forth in the Additional Terms or the Product documentation, all Products delivered hereunder are solely for internal research and development use. Products are not tested and may not be used for IND-enabling toxicology studies, diagnostic, therapeutic or other commercial purposes and may not to be administered to humans for any purpose, or to animals for diagnostic or therapeutic purposes. It is solely Buyer’s responsibility to make sure the Products are suitable for Buyer’s particular use and no claim of suitability for use in applications regulated by FDA is made. **Buyer represents and warrants that Buyer complies with all biosafety containment guidelines, requirements, and procedures applicable to the Products in Buyer’s facility and jurisdiction.** Additionally, Buyer is solely responsible for making sure Buyer’s use of the Products complies with applicable laws, regulations and governmental policies. Buyer must obtain all necessary approvals, intellectual property rights, licenses and permissions Buyer may need. The right to use the Product does not, in and of itself, include or carry any right of the Buyer to any technology or intellectual property of Dharmacon other than that expressly provided herein and in the Additional Terms. Buyer may not reverse engineer, using sequencing or otherwise the Product. Buyer will not modify, change, remove, cover or otherwise obscure any Dharmacon brands, trade or service marks, or that of Dharmacon’s affiliates on the Products.

With respect to research use, Buyer may transfer the Product to a bona-fide third party with whom Buyer has entered a written collaboration agreement for use of the Product in a collaborative research project, provided that: (i) such collaborator agrees to be bound by the restrictions contained in these Terms regarding use, intellectual property rights and confidentiality and (ii) Dharmacon’s performance guarantee (if any) will not apply to any transferred Product, and Dharmacon may decline to provide technical support for transferred Product(s). Buyer will not resell, transfer or distribute any Product either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between Dharmacon and Buyer.

2. **Prices and Taxes.** All quoted prices are valid for the period in the Quote. All other prices are as set forth on the Dharmacon website and are subject to change with or without notice. Prices are exclusive of any duties, value added or other taxes. Prices do not include any taxes (including VAT), duties, levies or other government fees that may apply. If they apply, it will be Buyer’s responsibility to pay them. If Dharmacon pays them, Dharmacon will add them to Buyer’s invoice. Buyer is also responsible for standard delivery and handling charges. Dharmacon will also add these charges to Buyer’s invoice.
3. **Payment.** Payment is due thirty (30) days from the invoice date. An interest charge equal to one and one half percent (1.5%) per month or the maximum interest rate permitted under applicable law will be added to any amounts not paid when due, calculated on a day-to-day basis until the actual date of payment. If the Dharmacon's invoice is silent as to payment address, please forward payment to: Dharmacon, Inc., 13930 Collections Center Drive, Chicago, IL 60693. Dharmacon reserves the right, in its sole discretion, to modify payment terms from any Buyer.

4. **Delivery and Shipment.** Once Dharmacon confirms Buyer's order, Buyer cannot cancel it without the approval of Dharmacon (cancellation charges apply – 50% of sales price). Delivery terms will be FCA shipping point (Incoterms 2010), unless otherwise noted. Products will be shipped via carrier selected by Dharmacon. Title and risk of loss for the Products will pass to Buyer upon delivery to the carrier. Delivery dates are approximate, failure to deliver by any specified date will not be sufficient cause for cancellation by Buyer of its order, nor will Dharmacon be liable for any damages or losses arising out of delays in delivery. Dharmacon may deliver Products in installments and invoice separately for each delivery. If a shipment is delayed at Buyer's request, Buyer will reimburse Dharmacon for all costs associated with such delay. Special packaging requirements, if agreed to in writing by Dharmacon, will be at Buyer's expense. Orders are shipped Monday through Friday via carrier at Dharmacon's sole discretion.

5. **Inspection and Returns.** Buyer will be responsible for inspecting all Products shipped hereunder, and Buyer will give Dharmacon written notice of non-conforming or damaged Products upon receipt. If Buyer fails to notify Dharmacon of non-conformance within such 1 day period, the Products will be deemed accepted by the Buyer. However, such acceptance will not be considered a waiver under the warranty provided in the Agreement. Dharmacon Products may not be returned, except for defective Products covered under the above warranties or Dharmacon shipment errors.

6. **Limited Warranties.** Unless a different written warranty is included with Product literature or set forth herein, Dharmacon warrants solely to the Buyer that the Products materially conform to Dharmacon's published specifications for such Products at the time of order submission. The warranty period is from the time Dharmacon delivers the Product until the earlier of either the Product's expiry or “use by” date or its specified number of or 12 months from the date Dharmacon delivers the Product. DHARMACON, ITS AFFILIATES AND DISTRIBUTORS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THIS LIMITED WARRANTY PROVIDED HEREIN DOES NOT APPLY TO ANY DEFECT CAUSED BY FAILURE TO PROVIDE A SUITABLE STORAGE, USE OR OPERATING ENVIRONMENT; USE OF NON-RECOMMENDED REAGENTS OR BIOCHEMICALS; THE USE OF ANY PRODUCT FOR A PURPOSE OR IN A MANNER OTHER THAN THAT FOR WHICH THEY WERE DESIGNED; MODIFICATIONS DONE BY BUYER; OR ANY OTHER ABUSE, MISUSE OR NEGLECT OF THE PRODUCTS BY BUYER. Any model or sample furnished to Buyer is merely illustrative of the general type and quality of goods and does not represent that any Product will conform to such model or sample. The warranty provided herein is valid only when used by properly trained individuals. All technical advice, documentation and information provided by Dharmacon, whether by phone, e-mail, website or any other channel is provided “AS IS” and without any warranty of any kind. It is the responsibility of the Buyer to determine if a Product is suitable for a specific purpose and to apply the necessary safety precautions. Buyer's exclusive and sole remedy under this warranty is: (i) repair or replacement of the Product that failed to conform to the warranty above or (ii) at Dharmacon's option or, where applicable, at Dharmacon's distributor's option, a credit for that portion of the Product which is not conforming.

7. **Custom Products.** If Buyer desires to purchase Custom Products and if Dharmacon, in its sole discretion, is willing to consider the same, then Dharmacon will prepare a written proposal for the price indicated, either as part of a Quote, part of a bid submission or otherwise for such Custom Products. Any change to specifications requires a new Quote. Orders for Custom Products may not be cancelled after order confirmation. Buyer is responsible for obtaining and hereby represents and warrants to Dharmacon that it will have obtained, as of the order date for the Custom Products, all third party required consents, intellectual property rights, approvals and/or licenses necessary for Buyer fulfill its obligations hereunder with respect to the Custom Products (“Consents”). Dharmacon is relieved of the performance of any obligations hereunder that may be affected by Buyer's failure to obtain Consents. By submitting an order for a Custom Product, Buyer represents and agrees that Buyer has provided Dharmacon with all information that Buyer is aware of regarding any biological, radiological and chemical hazards associated with the handling, transport, exposure or other usage of the materials Buyer supplies to Dharmacon. Dharmacon may market and make generally available for commercial sale to its other customers and collaborators through its normal distribution channels the Custom Products which do not reference or require the use of Buyer's proprietary or confidential information including but not limited to Custom Products targeted toward Buyer's non-proprietary genes at any time, or for Buyer's proprietary target genes immediately upon the occurrence of any of the following: (i) two (2) or more additional customers have asked Dharmacon for Products directed toward the same target gene, (ii) a competitor of Dharmacon lists gene silencing or related products directed toward the same target gene on their public web site or catalog, or (iii) Dharmacon releases the Custom Products as part of a group of related products for a large gene set or biological pathway. Notwithstanding anything to the contrary, Dharmacon will not disclose to any third party any proprietary target genes that Buyer has supplied to Dharmacon, unless Dharmacon receives the prior written consent of Buyer. “Custom Products” means Products which are customized that are made or manufactured or packaged to agreed upon -specifications. Dharmacon may decline or stop the design or manufacture of Custom Products, at any stage of the design or manufacture process, if the Custom Product is deemed by Dharmacon to be commercially impractical. If that is the case, Dharmacon will notify Buyer as soon as possible and Buyer will not be obligated to pay any fees for any expenses incurred by Dharmacon in connection with a declined Product. If Buyer has requested the use of specified components, sources, brands or materials (“Specified Components”) in the manufacture or assembly of Custom Products, Custom Products which include Specified Components may be subject to price increases at any time, before or after the issuance of a Quote due to changes in the Specified Component's prices. Dharmacon will not be obligated to provide quantities of Custom Product incorporating Specified Components due to a failure of such Specified Component. Buyer represents and warrants that the inclusion of the Specified Component in a Custom Product will not infringe any third parties' rights and will indemnify and hold harmless Dharmacon from any such claims.
8. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF DHARMACON UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF DHARMACON FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH WILL BE AS PROVIDED UNDER SECTION 6 ABOVE)) WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY BUYER TO DHARMACON WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL DHARMACON BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR PERFORMANCE OF ANY PRODUCTS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL, ANTICIPATED OR OTHERWISE), REGARDLESS OF WHETHER DHARMACON (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. This limitation of liability does not limit Dharmacon's liability for death or personal injury caused by Dharmacon's negligence or any other liability that cannot be excluded by law.

9. **Intellectual Property Rights; Limited License.** Buyer acknowledges and agrees that all intellectual property rights in the Products and in any Dharmacon technology, intellectual property and know-how used to make or useful for the manufacture or use of the Products will at all times remain vested in Dharmacon and its licensors. Nothing in these Terms will be construed as granting Buyer any rights to manufacture, license or alter the Products, their marking and labeling. No license or patent rights are granted by Dharmacon, except those indicated on the Additional Terms, on the Product or in the Product manual or documentation. Dharmacon reserves the right to change the specifications of the Products, or to discontinue any Products at any time without notice.

10. **Technical Advice.** At Buyer's request, Dharmacon may furnish technical assistance, advice and information with respect to the Products at the Buyer's risk. It is expressly agreed that Dharmacon is under no obligation to provide such assistance or information and that any assistance or information that is provided will be subject to the warranty disclaimers set forth above. Dharmacon will not be liable to Buyer for any technical assistance or information related to the Products given by Dharmacon or any suggestions by Dharmacon regarding the use, selection, application or suitability of Products.

11. **Confidentiality.** Buyer agrees that all pricing, discounting and technical information that Dharmacon provides to Buyer is the confidential and proprietary information of Dharmacon. Buyer agrees to (i) keep such information confidential and not disclose such information to any third party, and (ii) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein will restrict the use of information which is available to the public general.

12. **Indemnity.** To the extent allowed by applicable law, and except where a claim arises as a result of Dharmacon's gross negligence or willful misconduct or that of its affiliates, the Buyer will indemnify, defend and hold harmless Dharmacon, its officers, agents, employees, distributors and affiliates ("Indemnified Party") for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against an Indemnified Party as a result of the Buyer's acts, omissions, use of the Product or Dharmacon's compliance with any instructions provided by Buyer.

13. **Governing Law.** The Agreement is governed and construed in accordance with the laws of the country and state of Dharmacon's business address on the invoice notwithstanding its conflicts of laws provisions. The U.N. Convention on contracts for the International Sale of Goods is expressly disclaimed and excluded. In the event of legal proceedings between the Buyer and Dharmacon regarding the Products or the Agreement, the parties expressly agree to waive any right they may have to a trial by jury. Sole and exclusive jurisdiction for any action or proceeding arising out of, or related to, the Agreement will be the Federal court located in the city, state and country of Dharmacon's business address on the invoice. Any cause of action brought by Buyer, with respect to the Agreement, must be commenced within one (1) year after the claim or cause of action arises.

14. **Export Control.** The Products and information provided by Dharmacon to Buyer are subject to United States, European Union and other jurisdictional export-control laws and regulations. Buyer may not, directly or indirectly, import, sell, export, re-export, transfer, divert, or otherwise dispose of any such Product or information (including Products derived from or based on the Products or information) to any destination, entity, or person prohibited by United States, European Union or jurisdictional laws or regulations.

15. **Purchases for the U.S. Government.** If Buyer is placing an Order for the U.S. Government or in support of a contract with the U.S. Government, Buyer agrees that the Products purchased are “commercial items” as that term is defined in the Federal Acquisition Regulations ("FAR"). If Buyer is an employee or other authorized Buyer placing an order in the name of the U.S. Government and Buyer’s order is less than or equal to $2500, then Buyer agrees that only the Agreement applies to the order. If Buyer’s order is greater than $2500, then Buyer agrees that the order is subject to FAR Part 12, and pursuant to FAR 12.302, only those mandatory provisions of FAR 52.212-4, as well as FAR 52.222-3, FAR 52.225-13, FAR 52.233-3, and the Agreement applies. If Buyer is a government contractor placing an order in support of a contract with the U.S. Government, Buyer agrees that only those provisions in FAR 52.244-6 as well as the Agreement applies to Buyer's Order. All other terms and conditions are expressly rejected. In the event of a conflict between the FAR provisions referenced herein and the Agreement, the Agreement will take precedence.

16. **Medicare/Medicaid Reporting Requirements** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Dharmacon in the event Buyer requires additional information from Dharmacon in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Dharmacon's agreement to provide Products and that Dharmacon would not have entered into this Agreement had Buyer not agreed to comply with such obligations.
Limited Use Licenses

Many Dharmacon Products, use and applications, are covered by pending and issued patents. Certain Label licenses govern the use of the products; these can be found at Dharmacon Licensing Statements. It is each Buyer’s responsibility to determine which intellectual property rights held by third parties may restrict the use of Products for a particular application. Please review the Label Licenses governing all use of the Products.