



One Kendall Square
Cambridge, MA 02139
+1 888 240 7789

TERMS AND CONDITIONS

Order Acceptance

The following outlines the terms and conditions upon which Firefly BioWorks (“Firefly”) accepts orders for product(s) and/or services. These terms and conditions will supersede any agreement or document contained on customer’s purchase order or any document submitted to Firefly by the customer.

Pricing Terms

Current pricing can be obtained by visiting the Firefly web site www.fireflybio.com or contacting Customer Service toll-free at (888) 240-7789. Firefly reserves the right to change prices and specifications at any time and from time to time without notice. Prices are shown in U.S. Dollars.

Payment Terms

Payment made by Credit Card or Wire Transfer must be made **in full** and in advance of shipment. Wire transfer instructions are available upon request. Credit Card payments may be received at time of order placement by Buyer or at <https://www.fireflybio.com/invoice/pay> . Payments must be made in U.S. Dollars. Firefly shall have the right to delay shipment or suspend performance under any agreement, if payment is not received when due or is rescinded.

Monthly invoicing is available for qualified customers. Decisions for qualification are based on results from customer’s credit application and/or other commercial credit reports. Credit applications are available upon request. Once approved for monthly invoicing, Firefly will assign payment terms and a credit line on a per customer basis. A credit line represents a cap on the cumulative balance for all unpaid products and services, including those for which have been invoiced and those that have not yet been invoiced.

Firefly reserves the right to charge a monthly late fee up to the maximum allowable by law to invoices outstanding beyond payment terms. Customer is responsible for all of Firefly’s collection costs on customer’s past due accounts. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any governmental or quasi-governmental authority shall be paid by the customer in addition to the price quoted or invoiced.

Shipping Terms

Perishable products require Next Day delivery typically shipped Monday through Thursday for delivery addresses in the U.S. Saturday delivery may be requested at additional charge. Products shipped with dry ice are subject to a handling charge, which is added to the invoice. International deliveries for perishable products require shipping means by a standard commercial carrier most similar to Next Day delivery. International deliveries are typically shipped Monday through Wednesday.

Firefly accepts no liability for any losses or for damages arising out of shipment and/or delivery. Firefly shall be entitled to deliver and invoice products in installments.

Return and Refund Policy

Firefly BioWorks, Inc. takes great pride in the quality of the products we sell and offering unparalleled customer service is our top priority. If you are not completely satisfied with product performance within 30 days of receipt we will exchange or refund it for the purchase price. Simply call us at 888-240-7789. We can answer any questions about the product, and if you are still not satisfied, please ask for a Return

Merchandise Authorization (RMA) Number. No products are to be returned to Firefly BioWorks without an RMA Number. The shipping cost of returning the product shall be the responsibility of the customer returning the product.

Any feedback or suggestion regarding our return policy can be sent via e-mail (info@fireflybio.com) or mail to Firefly BioWorks, Inc., One Kendall Square, Cambridge, MA, 02139.

Order Cancellation Policy

Products normally held as a “stocked” item by Firefly BioWorks, which have been ordered in error follow the above Return and Refund Policy. A customer can only cancel an order for a “stocked” item if the item has not yet been shipped.

For products which are not normally carried in stock including Custom Made-To-Order (“CMO”) products, the customer is provided a two (2) hour grace period for order changes and order cancellation. This grace period begins once an email order confirmation is sent to the email address filed with the order. If the order is placed outside of Firefly BioWorks’ business hours (M-F 9am-5pm EST), the grace period begins at the start of the next business day. It is not the responsibility of Firefly BioWorks to ensure that the customer receives this order confirmation. If the grace period is passed, the customer cannot cancel or modify the order and the customer shall still be liable to pay the full value of the goods as per the Firefly BioWorks invoice.

Force Majeure

Firefly shall not be liable for any delay or failure of performance, in whole or in part, where such delay or failure arises out of or results from any cause beyond Firefly’s reasonable control. Such causes include, by way of example only and not limitation, weather, labor disputes, an inability or delay in obtaining raw materials, or transportation under usual and customary terms. In the event of any such delay or failure, Firefly shall have additional time within which to perform its obligations.

Proprietary Software Warranty

For certain products, Firefly’s proprietary software is included in the purchase price. This inclusion is explicitly stated in product documentation provided on the Site (www.fireflybio.com) or with the original shipment. Firefly reserves the right to change this documentation at any time and from time to time without notice.

You own the media on which the software is recorded, but Firefly retains title to the software. Firefly software contain copyrighted material, trade secrets, and other proprietary information, and in order to protect them, you may not decompile, reverse engineer, disassemble, or reduce the software to human-perceivable form. All software is provided “AS IS” and without warranty of any kind. Firefly does not warrant that the functions in the software will meet your requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected.

Standard Warranty

Firefly warrants that its products will meet their applicable published specifications when used in accordance with their applicable instructions for a period of six (6) months from shipment of the products or, in the case of research products or chemicals, for the expressly stated duration.

Firefly warrants that its services will be provided in a professional manner and that it will make all reasonable efforts to perform the services to the customer’s reasonable satisfaction.

Firefly makes no other warranty, express or implied, and expressly disclaims warranty of merchantability or warranty of fitness for a particular purpose. The warranty provided herein may not be altered except by Firefly.

Limitation of Liability

In the event of a breach of the standard warranty, Firefly is limited to repair, replacement of the product or refund of the purchase price. Firefly shall not in any event be liable for damages of any kind resulting from

any use or failure of the products or services including, but not limited to, loss of work in progress, loss of revenue or profits. No warranties apply to products that have been misused, improperly maintained, or in violation of instructions furnished by Firefly.

Any claim related to this document shall be brought in a federal or state court in accordance with the laws of the Commonwealth of Massachusetts, within one (1) year after the claim arises.

Authorized Use

The purchase of Firefly products conveys to the customer a non-transferable right to use the product(s) in compliance with the product documentation provided on the Site (www.fireflybio.com) or with the original shipment. Firefly reserves the right to change this documentation at any time and from time to time.

As stated in the product documentation, the products purchased under the terms of this agreement are intended for research use only (RUO) and are not to be used for any other purpose including, but not limited to, unauthorized commercial uses, clinical diagnostic uses, or any type of application to humans or animals. Any use of products for diagnostic or therapeutic purposes, or any purchase of products for resale (alone or as a component), requires a separate license from Firefly. The purchase of product does not grant any right or license to use such product in the practice of any methods covered by Firefly patents or applications.

Customer shall at all times be solely responsible for: obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements, and conducting all necessary testing prior to use of product(s) purchased from Firefly.

Customer acknowledges that there are hazards associated with the use of products and that it is the responsibility of the customer to warn and protect all those exposed to such hazards.

The terms and conditions of this agreement apply to any affiliates of the customer, including but not limited to, any subsidiary, agent, assignee, or prospective assignee.

Acceptance of Terms

If the above terms are not acceptable to you, promptly return any products in the package in which they were received. Failure to promptly return the products or any use of the products constitutes acceptance of the above terms.