

Precipio Standard Terms and Conditions of Purchase of Products and Services

Precipio's standard terms and conditions (the "T&Cs") related to the sale of its products and/or services to the Customer is effective as of the date set out below. Our T&Cs are subject to change from time to time. We will notify the Customer of changes in the manner required by applicable law and it is the Customer's responsibility to ensure awareness of our T&C as updated from time to time. To the extent permitted by applicable law, we will forward to the Customer notice of change to our terms and conditions by e-mail or post such notices on our website (website at www.precipiopdx.com/terms) and alert the Customer by e-mail of the posting of such notice. Customer's continued use of any of Precipio's products or services after the effective date of the notice indicates the Customer's acceptance of the change in terms. Our T&C may vary depending on the type of product or service you are ordering. Note that if you are purchasing products and/or services that fall under multiple categories, more than one set of terms and conditions may apply to your order.

1. APPLICABILITY

- 1.1. These T&Cs apply to all sales of products and services by Precipio to its customers (each, a "Customer"). In addition to these T&C Precipio and Customer may enter into a separate written agreement signed by authorized representatives of both parties (the "Agreement"). In which case the terms of the Agreement in addition to these T&C shall apply.
- 1.2. To the extent Precipio and Customer have executed an Agreement, and there are any conflicts between these T&Cs and those set out in the Agreement, then the terms set out in the Agreement shall prevail.
- 1.3. Any provisions printed or otherwise contained in any purchase order, acknowledgment, acceptance, or another document from Customer purporting to govern the purchase of products or services from Precipio which are inconsistent with or in addition to these T&C contained herein shall have no force or effect and shall not constitute any part of the agreement between Customer and Precipio unless accepted and authorized in writing and signed by an authorized representative of Precipio.

2. ORDERS AND ACCEPTANCE

- 2.1. Customer shall place purchase orders for Precipio products and/or services using purchase orders which are consistent with the terms and conditions hereof.
- 2.2. All purchase orders must include the following information: shipping and billing address of the Customer, product description, size, quantity, and purchase order number.
- 2.3. Precipio may reject purchase orders within three days of receipt if the orders do not contain pertinent information or are inconsistent with these T&Cs.
- 2.4. Subject to Section 2.3, all purchase orders from Customer are binding upon Customer submission of an order to Precipio and such binding order shall be accepted by Precipio by sending the Customer a written order acknowledgment, and then by delivering the products or services to Customer. All confirmations, invoices and other communication in writing delivered by Precipio to Customer shall be deemed accepted by Customer together with any T&C set forth thereon.
- 2.5. Any change to a purchase order must be submitted and approved in writing by Customer and Precipio. Changes to purchase orders must be submitted and approved at least forty-five (45) days prior to the designated shipping period. Precipio, without obligation on its part, will make reasonable efforts to accommodate the Customer's request for change in a purchase order.

3. PRICES

- 3.1. Prices for products or services shall be as stated in the Agreement or a purchase order confirmation, and unless otherwise specified in writing by Precipio, the prices are exclusive of transportation, insurance, license fees, customs duties, withholding, value added tax and any sales, use, excise, and other similar taxes as required by law.
- 3.2. Customer shall pay all such fees, duties, and taxes in addition and in the manner and at the rate prescribed by the relevant authority or reimburse Precipio for all federal, state or local sales, use or other taxes, fees or duties arising out of their agreement or the transactions contemplated by their agreement, if any.
- 3.3. We may change our prices at any time without notice. Prices quoted are valid for 90 days, unless stated otherwise.

4. PAYMENT

- 4.1. The entire amount of each invoice for products and/or services subject to these T&Cs shall be paid according to the payment set out in any Agreement, confirmation of purchase order, or any other form of acceptance confirmation agreed between Precipio and the Customer.
- 4.2. Payment by check, credit card, or wire transfer will be accepted. Credit cards will be accepted at the time of each order for processing on the shipping date and will incur a credit card processing fee in accordance with credit card issuer fees. If Customer is late in making payment, without affecting any of Precipio's other rights, Customer will be charged a late payment fee charge. The late payment fee charge will be calculated as interest on the sums due from the payment due date until Customer make payment in full, at the rate of 1.5% per month, unless this amount exceeds the maximum amount allowed by law. Late charges will also include our reasonable costs of collection (including collection agency fees and attorneys' fees). Precipio reserves the right to cancel or stop the provision of services or the delivery of products in transit or services and withhold shipments in whole or in part if Customer does not pay the amount when due, or if Customer otherwise does not perform its obligations.
- 4.3. If Customer fails to make a payment towards the Agreement or purchase order or when the financial condition of the Customer warrants, Precipio at its own discretion may change any terms of payment, require partial or full payment in advance, and may delay further shipments of products or the provision of service until such terms are met and pursue any other remedies available to it by law. In such an event, if Customer refuses to accept such changes, any outstanding order may be canceled without any liability to Precipio.
- 4.4. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws or their equivalent, Precipio may cancel any outstanding or ongoing Agreement or Contract without liability or any other obligations.

5. SHIPMENT AND DELIVERY.

- 5.1. To the extent applicable and as stated in the product specifications, Precipio's products may require specific temperature-controlled shipping services. Precipio shall suitably pack ordered Items for shipment to prevent damage and maintain acceptable ambient conditions guaranteed for a period of 48 hours in transit. Packing slips will accompany all shipments listing the contents of shipment. Upon delivery of the product (as determined by courier confirmation), Customer is responsible for immediately placing the received shipment in temperature-controlled environment in accordance with product specification to ensure the product is properly preserved and stored at the Customer's facility.
- 5.2. Shipment will be FCA Precipio's facility, and method and route of shipment shall be at Precipio's discretion unless the Customer provides specific shipping instructions accompanied by pre-paid shipping labels of other equivalent documentation to enable the use of the Customer's preferred shipping method. Precipio may change freight carriers without notice to the Customer.
- 5.3. Title to and risk of loss of products shall pass to Customer at the place and time Precipio delivers the products to the shipper.
- 5.4. Shipments are shipped at Customer's expense and are at Customer's risk. If a shipment fails to be delivered as scheduled, Customer shall be responsible for pursuing a claim with the freight company and Precipio shall provide reasonable cooperation with such claims. Should Customer require a replacement shipment, the Customer agrees to pay Precipio for the replacement shipment, and to seek reimbursement from their freight insurer for the additional costs.
- 5.5. Shipment dates are estimates only. Final shipping dates will be confirmed with the Customer to ensure a recipient at the Customer's shipment location is available to receive the shipment.
- 5.6. Precipio shall not be liable for any loss, damage, cost or expense resulting from shipment loss, damage, or delay by any reason arising out of causes beyond its, including acts of God, acts of the government, fires, floods, strikes, freight embargoes, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, unusually severe weather, or other circumstances beyond Precipio's reasonable control (each a "Force Majeure Event"), nor shall such delay affect the remainder of any order. Precipio may, within reason and with Customer approval, delay, postpone, or adjust the delivery period of the products or services to avoid anticipated delays in shipment delivery, but shall not be liable for the non-performance of the contract including late shipment of the goods under these circumstances.
- 5.7. Upon the occurrence of Force Majeure Event, delivery of products or the provision of services shall be suspended for the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days and will result in a material hardship to the Customer or Precipio, Precipio will consult with the Customer concerning reasonable requirements of both parties, and each party will have the right to cancel an order without liability to the other party.
- 5.8. If the Force Majeure Event materially impacts Precipio's ability to meet its obligations at the agreed-upon price, Precipio may reasonably increase pricing upon written notice to Customer.

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- 5.9. Unless otherwise stated in any Agreement or purchase order confirmation each shipment and delivery shall constitute a separate sale under the T&Cs hereof and Customer agrees to accept each shipment and delivery and pay each invoice in full when due at the agreed price regardless of controversies relating to other delivered or non-delivered products or services.
- 5.10. If Customer fails to accept delivery or pay for shipment, or in the event a dispute arises concerning Precipio's performance hereunder, then Precipio may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder until acceptance or payment by Customer of all previous shipments and deliveries or until the dispute shall have been resolved, or (ii) terminate any Agreement or purchase order confirmation with respect to any unaccepted or undeliverable portion, in which case Customer shall be responsible for any expense or loss sustained by Precipio in connection with any Agreement or purchase order confirmation.

6. PROPER USE

- 6.1. Products sold to Customer are for Customer's own internal use only and are not for resale or distribution to any third party. At Precipio's request, Customer will permit Precipio or its designee to review Customer's records to verify compliance with this "own use" requirement.
- 6.2. Customer is not authorized to use the products or services in a manner which is in contrast with or not in compliance with the applicable written instructions provided by Precipio. Customer agrees not to, nor allow any affiliate or third party to, reverse engineer or otherwise attempt to discover the components of any of Precipio's products, Notwithstanding the foregoing, Customer agrees to promptly disclose to Precipio in writing any improvement, concept, design, work of authorship, discovery or idea (whether patentable or not and including those which may be subject to copyright protection) generated, conceived, or reduced to practice by Customer (collectively "Improvements"). Any Improvement to any of Precipio's products shall be the sole and exclusive property of Precipio. Customer hereby assigns to Precipio all rights in the Improvements, including, without limitation, all patent, copyright, trademark, and trade secret rights therein.
- 6.3. Precipio's products and services may be subject to restrictions and controls imposed by the United States Export Administration Act and regulations thereunder. Customer warrants that it will not export or re-export products or related information into any country in violation of such controls or other laws, rules or regulations of any country, state or jurisdiction.
- 6.4. Reverse Engineering. Customer agrees not to, nor allow any affiliate or third party to reverse engineer or otherwise attempt to discover the identity of a composition, nucleic acid sequence, or other component of any of the products or services.
- 6.5. If Customer fails to comply with any of these T&Cs, Precipio will be released from its performance and liability obligations to Customer and Customer will pay all costs or damages, including legal fees, incurred by Precipio caused by such failure to comply.

7. LIMITATION OF LIABILITY AND PRODUCT WARRANTY

- 7.1. Limited Product Warranty. Subject to the provisions of section 7 hereof, Precipio warrants to Customer (the "Product Warranty") that its products and services will materially conform to the applicable specifications and that at the time of shipment the products and/or services are free from defects in material and workmanship.
- 7.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRECIPPIO MAKES NO EXPRESS OR IMPLIED WARRANTIES AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- 7.3. Product Warranty Limitations. The Product Warranty shall specifically exclude any products that: (a) have been subjected by Customer or any third party to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Precipio; (b) have been reconstructed, modified, repaired or altered; (c) have been used with any third-party products, hardware or product that has not been previously approved in writing by Precipio; or (d) have been shipped by the Customer outside the United States territory.
- 7.4. Customer's Exclusive Remedy for defective products shall be in accordance with Section 8 of these T&C.
- 7.5. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS WHICH PRECIPPIO IS CHARGING HEREUNDER DO NOT INCLUDE ANY CONSIDERATION FOR PRECIPPIO'S ASSUMPTION OF THE RISK OF CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH USE OF THE PRODUCTS OR SERVICES BY CUSTOMER. ACCORDINGLY, CUSTOMER AGREES THAT PRECIPPIO SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES AND FOR NON-COMPLIANCE BY THE CUSTOMER WITH ALL APPLICABLE LAWS AND REGULATIONS. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER.
- 7.6. Customer shall indemnify Precipio defend and assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands, and expenses ("Liability") arising out of the use of products or services purchased by Customer hereunder, regardless of where, how, and by whom used, and shall pay all judgments entered in any such suit or suits or other legal proceedings, except for Liability resulting from Precipio's gross negligence of willful misconduct. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding termination any Agreement or purchase order confirmation, whether by expiration of time, by operation of law, or otherwise.

8. REMEDY FOR DEFECTIVE PRODUCTS

- 8.1. Customer shall notify Precipio, in writing, of any alleged claim of defect within five (5) business days from the date Customer discovers such alleged claim of defect (but in any event before the expiration of the applicable Product Warranty).
- 8.2. If Precipio's inspection and testing reveals, to Precipio's reasonable satisfaction, that the product provided to Customer is defective (based on the criteria established by Precipio for verification) and any such defect has not been caused by Customer or contributed to by any of the factors described under Section 7.3 above, then for any of Precipio's products that do not meet the Product Warranty, Precipio shall replace such defective products with new products as Precipio determines to be reasonably appropriate. Precipio shall ship the products to Customer at Precipio's expense to a location designated by Customer. For the avoidance of any doubt, the right of replacement of the defective product is the sole remedy available to the Customer and Customer has no right to return the products for repair, credit or refund.

9. GENERAL COMPLIANCE

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, all applicable federal, state and local laws, rules, regulations and guidelines relating to the manufacturing, quality control, packaging, labeling, handling, shipping, importation, exportation and storage of Products, HIPAA, FCPA, Medicare and Medicaid billing and referral requirements and the Federal Food, Drug and Cosmetic Act. It is the intention of the parties that these T&Cs be administered in accordance with the federal antikickback statute (Title 42, United States Code, Section 1320a-7b(b)). Accordingly, insofar as required by such statute or by the discount safe harbor regulations at 42 CFR § 1001.952(h), Customer shall fully and accurately report in applicable cost reports and provide information upon request to Sales Terms and Conditions 09/2022 9 Medicare, Medicaid and other federal health care programs on all discounts and price reductions under these T&Cs.

10. TERMINATION FOR DEFAULT

- 10.1. A purchase order or Agreement may be terminated by the parties in accordance with the terms set out therein and the Customer agrees to pay any termination fees as may be applicable and agreed upon between Precipio and the Customer.
- 10.2. Either party may, in addition to any other remedies available to it by law, terminate the Agreement or any purchase order by written notice to the other party in the event the other party shall become insolvent, make an assignment for the benefit of its creditors, or have any case or proceeding voluntarily initiated by or commenced against or other action taken by or against it in bankruptcy or seeking reorganization, liquidation, dissolution of winding-up or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged.

11. MISCELLANEOUS

- 11.1. **Confidentiality:** Each party shall use Confidential Information (information of a proprietary or sensitive nature that is not readily available through sources in the public domain) of the other party only for purposes of these T&Cs. Otherwise, except as may be required by law neither party shall use, publish nor disclose, or cause anyone else to use, publish or disclose, any Confidential Information of the other party. The restrictions on disclosure and use hereunder shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to these T&Cs, (b) was made available to other third persons on a non-confidential basis by the disclosing party prior to the execution of these T&Cs, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, regulations, including securities and other disclosure law, subpoena or court order to be disclosed. The provisions of this Section 11.1 shall survive the expiration or other termination of this Agreement regardless of the cause of termination
- 11.2. **Entire Agreement:** Customer agrees that this Agreement is the entire agreement between Customer and Precipio regarding the supply of products and/or services (unless otherwise stated in any written agreement between the parties). No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed on behalf of each party.
- 11.3. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 11.4. **Waiver:** The waiver by a party hereto of any breach of or default under any of the provisions of these T&Cs shall not be effective unless in writing and the failure of a party to enforce any of the provisions of these T&Cs or to exercise any right there under shall not be construed as a waiver of such right.
- 11.5. **Severability:** If any part of These T&Cs shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of These T&Cs. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner to most closely approximate, to the extent possible, the intent of the parties hereto.
- 11.6. **Governing law:** consent to jurisdiction and venue of litigation. These T&Cs shall be binding upon the parties upon signature of Precipio and the Customer and governed by the laws of the state of Connecticut. The Parties agree that the United Nations Convention on Contracts for the International Sale of Products does not apply to these T&Cs. The parties agree that any dispute under these T&Cs shall be resolved solely and exclusively in the state and federal courts in the State of Connecticut, U.S.A. Customer agrees and consents to the exercise of personal jurisdiction in these courts in connection with any dispute involving these T&Cs. Each party waives any right to a trial by jury.

Last updated date: December 1, 2022