

## **CEDARLANE CORPORATION - TERMS AND CONDITIONS OF PURCHASE AND SALE**

Last updated: **April 8, 2022**

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE MAKING A PURCHASE PURSUANT TO THESE TERMS. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO YOUR PURCHASE.**

**BY PLACING AN ORDER WITH CEDARLANE CORPORATION OR ANY OF ITS AFFILIATES, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM CEDARLANE CORPORATION OR ANY OF ITS AFFILIATES, IF YOU (A) DO NOT AGREE TO THESE TERMS AND CONDITIONS; (B) HAVE NOT REACHED THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE; OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE APPLICABLE GOODS OR SERVICES BY APPLICABLE LAW. PLEASE PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.**

These Terms and Conditions of Purchase and Sale ("**Terms and Conditions**") govern the offer, purchase, and sale of research and diagnostic products and shipping supplies (the "**Products**") from Cedarlane Corporation or any of its affiliates ("**Cedarlane**", "**we**", "**us**" or "**our**"), whether by phone, fax or through the websites cedarlanelabs.com or cedarlane.ca (hereinafter the "**Sites**") which are operated by Cedarlane Corporation, together with the Terms of Use (available here [www.cedarlanelabs.com/Home/TermsOfUse](http://www.cedarlanelabs.com/Home/TermsOfUse)). In the event of an inconsistency between these Terms and Conditions and the Terms of Use, these Terms and Conditions will prevail.

To the fullest extent permitted by applicable law, Cedarlane reserves the right to change or supplement these Terms and Conditions at any time without prior notice to you, and in its sole discretion. If Cedarlane makes any substantial changes to these Terms and Conditions then Cedarlane will make reasonable efforts to post a prominent announcement on the Sites indicating that there has been a change but will not otherwise notify you of the change. The latest version of these Terms and Conditions will be posted at this page and will be effective upon posting. You should review them before purchasing any Product from Cedarlane. The Terms and Conditions that are posted at the time your Order is made governs that Order.

These Terms and Conditions are an integral part of the Sites' Terms of Use that apply generally to the use of our Sites. You should carefully review our Terms of Use (available here [www.cedarlanelabs.com/Home/TermsOfUse](http://www.cedarlanelabs.com/Home/TermsOfUse)) before placing an Order for Products through the Sites. For any other information, you may need to contact Cedarlane Customer Service ([webadmin@cedarlanelabs.com](mailto:webadmin@cedarlanelabs.com)). In order to receive any other information about the use of the Sites or the purchases made through the Sites or by phone or fax you can see the relevant sections of these Terms and Conditions.

### **1. CONTRACT PARTIES - COMMERCIAL POLICY**

These Terms and Conditions apply exclusively to the sale of research and diagnostic products and shipping supplies from Cedarlane. The sale of third party products that are linked to the Sites, or that appear by means of banners or hyperlinks are not governed by these Terms and Conditions. If you want to purchase any third-party products other than from the Sites, please check the product's

applicable website and online sales conditions. Cedarlane does not control and is not responsible for the supply of goods or services offered by such third parties.

Before initiating or submitting a purchase order (an “**Order**”) with Cedarlane, you agree and represent that you have read and accepted these Terms and Conditions and all the information provided during the order process. If you have placed your Order using or relying on information from the Sites, you also agree and represent that you have read our Terms of Use (available here [www.cedarlanelabs.com/Home/TermsOfUse](http://www.cedarlanelabs.com/Home/TermsOfUse)) and accept them in full without any reservation.

## **2. PRODUCTS**

The Products listed on the Site are either third-party products, custom manufactured products or Cedarlane-branded products under Cedarlane trademarks, or trademarks under license to Cedarlane from others. Cedarlane does not sell second-hand products, non-conforming products or products of quality standards lower than other products sold through traditional market channels (e.g., retail). All advertisements on the Sites are invitations to purchase and not offers to sell.

Descriptions of the Products can be found on the Products’ pages on the Sites. Note that the pictures and colors of the Products on the Sites may vary from the real article depending on your Internet browser settings or the monitor settings you use. Cedarlane attempts to be as accurate as possible on the Sites. However, Cedarlane does not warrant that Product descriptions or other content on the Sites is accurate, complete, reliable, current or error-free. If a Product offered is not as described, your sole remedy is to return it in unused condition if and as permitted in accordance with Section 6 of these Terms and Conditions.

All prices posted on the Sites are subject to change without notice. The price charged for a Product will be the price in effect at the time the Order is submitted and will be set out in your Order confirmation email. Price increases will only apply to Orders placed after such changes. Posted prices do not include taxes, charges for shipping and handling or other fees. All such taxes, charges and fees will be and charges will be added to your Products total in your Order approval email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any Orders arising from such errors. Please check the final prices before placing an Order and completing the purchasing procedure.

## **3. ENTERING INTO A CONTRACT WITH CEDARLANE**

When you place your Order, we will provide you a summary showing a list of the Products you selected to purchase, their main characteristic, and their prices, shown in Canadian dollars. You agree that your Order is an offer to buy, under these Terms and Conditions, all Products listed under your Order. If you disagree with any of the Terms and Conditions, we invite you not to place an order. All Orders must be accepted by us, and until such time as the Orders are accepted and such acceptance is communicated to you including final pricing inclusive of taxes, shipping and other fees, we will not be obligated to sell the Products to you. We may choose not to accept any Orders in our sole discretion, including to apply with any applicable sanction laws, rules, and regulations imposed by the Canadian government, the United States government, and the United Nations, as well as other country-specific or international sanctions applicable to Cedarlane’s business. We reserve the right, in our sole discretion, to limit the quantity of items purchased per person, per institution or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will provide notification to you should such limits be applied. All Orders placed with

Cedarlane are subject to product availability and will be shipped in accordance with Cedarlane's shipping policies unless otherwise specified on order confirmation.

When we receive your Order, we will send you a confirmation email with your Order number and information on the items you have ordered. Our acceptance of your Order and the formation of the contract of sale between Cedarlane and you will not take place until we have verified the data you provided with your Order and you have received your Order approval email which will include final pricing inclusive of taxes, shipping and other fees, and then only in accordance with these Terms and Conditions.

You have the option to cancel your Order at any time before we have sent your Order approval email by calling our Customer Service department at [custserv@cedarlanelabs.com](mailto:custserv@cedarlanelabs.com) or telephone 1-800-268-5058 (Canada) or 1-800-721-1644 (USA). Cancellation or changes occurring after this time, are subject to the approval of Cedarlane and fees may apply.

Any duplicate orders received by Cedarlane and then processed and confirmed by Cedarlane are consider valid orders and are the customers responsibility.

The Order will be filed in Cedarlane's database to the extent it is necessary for Cedarlane to process it in compliance with any applicable law or manufacturer order requirements.

Cedarlane will not fill Orders that are incomplete and/or incorrect. In such cases, we will inform you that the Order has not been finalized nor processed, specifying the relevant reasons.

If any Product(s) that was displayed on the Sites either at the time of your last access or at the time you placed the Order become unavailable, Cedarlane will timely inform you about the unavailability. In such event, if you have already paid for the Products, the contract with respect to such Products will be considered terminated and Cedarlane will refund the entire amount paid with respect to such Products promptly. Cedarlane may not be informed regarding product availability for an extended period of time, and so information about availability may change after the Order is initially placed. Cedarlane will inform you of any such changes as it becomes aware of them.

Any liability, whether in contract or in tort, for direct or indirect damages to persons and / or property caused by the failure to accept an Order for the above reasons is expressly excluded.

You are responsible for the security of your account and password. Cedarlane shall not be liable for any damages and expenses arising out of or relating to any unauthorized use of such password.

When you place an Order with Cedarlane, you represent and warrant that you conduct business in an ethical manner and that you and each of your affiliates has not violated the *Corruption of Foreign Public Officials Act (Canada)*, the *U.S. Foreign Corrupt Practices Act*, the *U.K. Bribery Act 2010*, or the anti-corruption laws of any other jurisdiction you or your affiliates carry on business.

#### **4. SHIPMENT AND DELIVERY**

Products will be shipped to the address indicated in the Order through the carrier and the delivery service of Cedarlane's choosing.

To the fullest extent permitted by applicable law, title and risk of law pass to you upon our transfer of the Products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. Cedarlane is not liable for any delays in shipment resulting from carrier faults, omission

or misconduct in conducting delivery services, or as a result of manufacturer delays, faults or omissions.

## **5. PAYMENTS**

Payments must be received by Cedarlane by way of an agreed form of payment before our acceptance of the Order, and no Order shall be considered accepted until such payment has been received, unless otherwise agreed between contracting parties.

You represent and warrant that (i) the payment information you supply to us is true, correct, and complete, (ii) if you are paying via credit card, you are duly authorized to use such credit card for the purchase and the charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the prices provided in the Order approval, including all applicable taxes, if any. Credit cards are not charged until the Product has shipped at which time you will only be charged for the Product actually shipped including any appropriate taxes or shipping/handling charges. Cedarlane reserves the right not to fulfill your order in the event that a charge to your credit card is rejected by the card issuer.

If you chose to pay via credit card your payment card information (e.g., card number, expiration date, security code, etc.) will be forwarded by encrypted protocol to the bank providing the electronic payment service. No third parties can access this data.

Your payment information will never be used by Cedarlane for any purpose other than processing your Orders, or to process a refund, or to prevent fraud or to report fraud cases to the competent authorities.

## **6. RETURN AND REFUNDS**

Except for any Products identified as non-returnable, we will consider a return of any Cedarlane Product that is substantially intact for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 calendar days of the delivery date and provided that the Product is returned in its original condition (including appropriate temperature stored product in an unopened format). For returns of third-party Products, please consult the terms and conditions of the relevant third party manufacturer. Products considered In vitro diagnostic (IVD) products and custom manufactured Products are non-returnable and other Products may also be identified on the Site as non-refundable at the time of purchase. To return a returnable Product, you must contact us by giving us written request for a return, providing the Order information and the Product you would like to return using one of the following means:

**Customer Service** – via e-mail [custserv@cedarlanelabs.com](mailto:custserv@cedarlanelabs.com) or telephone 1-800-268-5058 (Canada) or 1-800-721-1644 (USA).

When we receive such written communication, Cedarlane will contact you in a timely manner, and provide you with a Return Authorization Form which must be completed (a return or restocking fee may be applied). >You shall return the Products following the instruction received and at your own expense within 14 days starting from the date we approve the Return Authorization Form. You bear the risk of loss during shipment. Once we receive the returned Products in their original condition in accordance with these terms, we will process your refund back to the same payment method used to make the original purchase.

## **7. LIMITED WARRANTY**

Cedarlane warrants that all Products other than custom manufactured products will conform to the manufacturer's specifications for a term (the "**Warranty Period**") equal to the shorter of (i) the warranty period stated in the product manufacturer's literature or, in the case of Cedarlane-branded Products, 30 days from the date of delivery, and (ii) the shelf-life of the Product. Cedarlane does not warrant as to the safety, efficacy or performance of any custom manufactured products or as to the quality of such custom manufactured products and all such products are sold by Cedarlane "as-is".

To the fullest extent allowable under applicable law, Cedarlane hereby disclaims and any and all other warranties and conditions, whether legal, express or implied, arising from statute, course of dealing, usage of trade or otherwise, including but not limited to warranties of merchantability, merchantable quality, quality or fitness for a particular purpose, title and non-infringement of third party rights. Cedarlane will not be responsible for ensuring that Products are suitable for your purposes. To the extent that the provisions of any applicable legislation expressly replace, eliminate, amend, extend or prohibit any term or terms contained in these Terms and Conditions, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

**SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOLLOWING LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, WE LIMIT THE DURATION AND REMEDIES OF ANY IMPLIED WARRANTIES TO THE WARRANTY PERIOD.**

**THIS LIMITED WARRANTY ONLY EXTENDS TO THE ORIGINAL PURCHASER OF PRODUCTS FROM CEDARLANE. IT DOES NOT EXTEND TO ANY SUBSEQUENT OR OTHER OWNER OR TRANSFEREE OF THE PRODUCT. THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGES DUE TO 1) TRANSPORTATION; 2) STORAGE; 3) IMPROPER OR NEGLIGENT USE; 4) FAILURE TO FOLLOW PRODUCT INSTRUCTIONS; 5) MODIFICATIONS; 6) COMBINATION OR USE WITH ANY PRODUCTS, MATERIALS, PROCESSES, SYSTEMS OR OTHER MATTER NOT PROVIDED OR AUTHORIZED IN WRITING BY CEDARLANE; 7) UNAUTHORIZED REPAIR; 8) NORMAL WEAR AND TEAR; OR 9) EXTERNAL CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS OR EVENTS BEYOND OUR REASONABLE CONTROL.**

**THE WARRANTY PERIOD IS NOT EXTENDABLE IF WE REPAIR OR REPLACE A WARRANTED PRODUCT. WE MAY CHANGE THE AVAILABILITY OF THIS LIMITED WARRANTY AT OUR DISCRETION, BUT CHANGES WILL NOT BE RETROACTIVE.**

**TO OBTAIN THE WARRANTY YOU MUST CONTACT CUSTOMER SERVICE TO CONFIRM THE REQUIRED STEPS.**

**WE WILL, IN OUR SOLE DISCRETION, EITHER (i) REPAIR OR REPLACE THE WARRANTED PRODUCT OR ITS DEFECTIVE PART OR (ii) REFUND THE PURCHASE PRICE OF SUCH PRODUCTS. WE WILL ALSO PAY FOR SHIPPING AND HANDLING FEES TO RETURN THE REPAIRED OR REPLACEMENT PRODUCT OR PART TO YOU IF WE ELECT TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT OR PART.**

## **8. LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED**

**WARRANTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

## **9. GOODS NOT FOR RESALE OR EXPORT**

You represent and warrant that you are buying Products from the Site for your own use only, and not for resale or export unless otherwise specifically agreed with Cedarlane on terms to be determined between the parties at that time. Products distributed by Cedarlane shall be “For Research Purposes Only” unless otherwise indicated, and have not been cleared or approved for diagnostic or therapeutic purposes by Health Canada.

## **10. INTELLECTUAL PROPERTY USE AND OWNERSHIP**

Cedarlane and its licensors will remain the sole and exclusive owners of all intellectual property rights in and to each Product made available on this Sites and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks, and other intellectual property rights. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Products made available by Cedarlane or of any intellectual property rights relating to those Products through your purchase of Products or otherwise.

## **11. FORCE MAJEURE**

We shall not be liable for delay or failure to perform our obligations under these Terms and Conditions due to any contingency beyond our reasonable control, including, but not limited to, war, acts of terrorism, riot or other civil unrest, political insurrection, acts or orders or expropriation by any government, governmental restrictions or controls on imports, exports or foreign exchange, changes in law, inability to procure or shortage of suppliers of necessary materials, fuel shortage, strike, lock out or other labor disturbances or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, epidemic, pandemic, fire, flood, explosion, earthquake, or other natural events.

## **12. NO WAIVERS**

No waiver by Cedarlane of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Cedarlane to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions will be binding upon and will enure to the benefit of the parties' successors and assigns.

## **13. ASSIGNMENT**

You will not assign any of your rights or delegate any of your obligations under these Terms and Conditions without our prior written consent. Any purported assignment or delegation in violation of

this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms and Conditions.

#### **14. ENTIRE AGREEMENT**

These Terms and Conditions and our Terms of Use constitute the sole and entire agreement between you and Cedarlane and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, including any such information included in Orders or customer intake forms unless otherwise specifically agreed in writing.

#### **15. SEVERABILITY**

If any provision of these Terms and Conditions is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and Conditions and will not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

#### **16. PRIVACY**

For information about how we process personal data and any other information about the usage of the Sites please read the Terms of Use (available here [www.cedarlanelabs.com/Home/TermsOfUse](http://www.cedarlanelabs.com/Home/TermsOfUse)).

To the fullest extent permitted by applicable law, Cedarlane reserves the right to change or supplement its Terms of Use at any time without prior notice to you, and in its sole discretion. If Cedarlane makes any substantial changes to the Terms of Use then Cedarlane will make reasonable efforts to post a prominent announcement on the Sites indicating that there has been a change but will not otherwise notify you of the change. You should review these policies regularly to ensure that you are aware of any changes made.

#### **17. APPLICABLE LAW**

If you purchase Products from Cedarlane from locations outside of Canada, you are responsible for compliance with applicable local laws.

To the full extent permitted by applicable law, these Terms and Conditions are governed by, construed and enforced in accordance with the laws of the Province of Ontario, Canada, without reference to conflict of laws principles, and the federal laws of Canada applicable therein. To the extent you have in any manner violated or threatened to violate Cedarlane's intellectual property rights, Cedarlane may seek injunctive or other appropriate relief in any court of competent jurisdiction. Any other dispute shall be submitted exclusively to the courts of competent jurisdiction in the Province of Ontario, Canada. The parties hereby expressly agree to exclude the application of the United Nation Convention on Contracts for the International Sale of Goods as amended, replaced or re-enacted from time to time.

#### **18. CUSTOMER CARE SERVICES**

For any information or complaint, please contact the Cedarlane Customer Service via e-mail [custserv@cedarlanelabs.com](mailto:custserv@cedarlanelabs.com) or telephone 1-800-268-5058 (Canada) or 1-800-721-1644 (USA).