



InDevR Sale Terms & Conditions

1. THE AGREEMENT

1.1. The following terms and conditions apply to all Products sold by InDevR, Inc., unless InDevR and a customer have each agreed to a separate signed contract. Customer and InDevR agree that purchases are made under these terms and conditions, and that InDevR shall not be bound by any provisions contained in any purchase order, acknowledgement, or other document from Customer. By issuing a payment or a purchase order, Customer is deemed to have accepted the following terms and conditions and does not have a right to resell Products unless given written authorization. Customer may not decompile, reverse engineer, modify, or disassemble InDevR Products. InDevR may refuse to deliver the product if Customer fails to comply with these terms and conditions.

2. PRICES

- 2.1. Prices are subject to change without notice. Pricing contained in a written quotation originating from an InDevR representative shall be valid for the period specified in the quotation, however this pricing can be adjusted based on market conditions, inflation, or other factors.
- 2.2. Product prices do not include any shipping costs, sales and use taxes, duties, import fees, customs fees or other assessments. Customer shall be solely responsible for any and all such taxes, duties, or other assessments.
- 2.3. All orders are subject to acceptance by InDevR. InDevR's issuance of an order confirmation shall constitute its acceptance of an order. InDevR reserves the right to cancel an order by giving notice to the Customer and returning any prepaid funds.

3. PAYMENT

- 3.1. InDevR reserves the right to make inquiries regarding the customer's credit standing. Standard payment terms for InDevR customers may be Net 30 days for customers with approved credit terms or prepayment by wire transfer or letter of credit.
- 3.2. A finance charge of 2% per month may be assessed on any amounts outstanding beyond the payment terms stated on the invoice.
- 3.3. At any time InDevR may change terms of payment, suspend credit, or require partial or full payment in advance.



4. TITLE; RISK OF LOSS; SHIPPING

- 4.1. InDevR retains a security interest and right of possession in the Products until Customer makes full payment.
- 4.2. All shipments are Ex Works (EXW). InDevR is not liable for any loss or damage during shipment.
- 4.3. Shipping fees will be prepaid and added to the invoice amount.
- 4.4. If the order is for more than one Product, the Products may be shipped in a single lot, or in several lots, and each such shipment may be paid for separately. Each shipment and delivery shall constitute a separate sale under these terms and conditions and Customer agrees to accept each shipment and delivery and pay each invoice in full when due.

5. TAXES


- 5.1. All deliveries to States other than Colorado may be subject to sales and use taxes as mentioned in Section 2. As State and local taxes vary widely, we cannot anticipate what the charges will be and are not responsible for any taxes outside of our Nexus taxing municipality. If the delivery is made within a Nexus State, sales tax will be collected unless the Customer provides InDevR with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities. All deliveries to other countries may be subject to taxes, duties, import fees and custom fees as mentioned in Section 2.

6. CANCELLATION/RETURN POLICY

- 6.1. Once InDevR has accepted and sent an order confirmation for Buyer's purchase order for any Product, the Buyer may not cancel that order and/or return that Product for refund or credit.


7. CONTRACT SERVICES

- 7.1. Contract Service Plan: InDevR and Customer shall agree upon a Contract Service Plan in advance of project initiation for Testing or Custom Services. The Contract Service plan will be outlined in the quote for the services and issuance of a Purchase Order from the Customer shall indicate acceptance of the Contract Service Plan.
- 7.2. Storage and Handling: InDevR may receive Customer property such as items to be serviced, raw materials, components, samples or other materials. InDevR assumes responsibility for maintaining materials for Contract Services in a manner that is consistent with maintaining the integrity of any product, material or item stored. Customer property is received and properly identified according to an established Sample Receipt protocol. Records relating to Customer property are maintained when appropriate to show proper storage conditions (i.e. temperature requirements) were met. Customer property is stored in dedicated staging areas pending short-term utilization. Product retained for longer periods of time is stored in the designated storage areas, pending its utilization. If material is lost, damaged or determined otherwise unsuitable for use, InDevR will contact the Customer for disposition or replacement. Customer shall bear the risk of loss of, or damage to, any Customer property received by InDevR hereunder unless such loss or damage is caused by the negligence or willful misconduct of InDevR or any of its personnel.

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- 7.3. For international shipments, it is recommended to ship via a courier service that will ensure the materials are kept at the appropriate temperature during shipment and throughout the customs process. InDevR is not liable for any loss or damage during the course of shipment.
- 7.4. Left-Over Material: Customer shall notify InDevR in writing regarding preferred disposition of any left-over material, including disposal or storage, and if no notification is provided, leftover material may be utilized by InDevR exclusively for internal purposes.
- 7.5. Testing Service Timeline and Reporting: Testing generally commences within fourteen (14) days of sample receipt. Experimental protocols are agreed upon prior to the order confirmation and approved by both the Customer and InDevR upon acceptance of a Purchase Order. InDevR shall provide Customer with such written reports, records and documents relating to the Testing Service as are customary for such work and/or as reasonably requested by Customer. A Testing Results Report is typically provided to the Customer within fourteen (14) days after testing concludes.
- 7.6. Custom Service Timeline and Reporting: Custom Services is a three step, stage-gated process, including Capture Screening, Performance Assessment and Manufacturing Transfer, during which the project can be terminated by joint agreement following the Results reporting of each stage. The scope is agreed upon prior to the order confirmation and approved by both the Customer and InDevR upon acceptance of a Purchase Order. Project initiation generally commences within fourteen (14) days of necessary capture and material receipt. InDevR shall provide Customer with such written reports, records and documents relating to the Custom Service as are customary for such work and/or as reasonably requested by Customer. Results Reports are typically provided to the Customer within fourteen (14) days after each stage concludes. If Customer does not respond in writing within ten (10) business days from Results receipt of each stage to terminate, the project will continue as outlined. Depending on complexity and timeliness of Results review, Custom Services can range from fourteen (14) to eighteen (18) weeks or longer.
- 7.7. Delays and Notifications: Project completion dates are approximate and may vary depending on the nature and magnitude of testing or service. InDevR shall attempt in good faith to meet estimated testing, report, and delivery dates. InDevR shall notify Customer promptly of any significant delay and shall specify the revised delivery date as soon as practical.
- 7.8. Customer shall own all rights in all results of the Contract Service generated by InDevR in performing the Contract Service, and other data and information developed by InDevR for the Customer (collectively, the "Results"), whether or not protectable under state, federal, or foreign patent, trademark, copyright or similar laws, and Customer shall be free to use such Results for any purpose without restriction. InDevR shall keep the Results confidential and shall not disclose the Results to any third party without Customer's prior written consent.

8. CONFIDENTIALITY & USE

- 8.1. Confidentiality: Customer material, Intellectual Property and any information disclosed by Customer shall be kept confidential by InDevR and shall not be transferred or disclosed to any third party without Customer's prior written approval; provided, however, that the foregoing shall not apply to (a) any information which is or becomes publicly available through no fault of InDevR; (b) information disclosed to InDevR by Customer which InDevR can establish by written records was already in its possession at the time of disclosure; or (c) information which is rightfully disclosed to InDevR by a third party who did not receive such information under an obligation of confidentiality.



8.2. Permitted Use: Customer material and confidential Information shall be used only for the purpose of the Contract Service Plan. For the avoidance of doubt, no modification or reverse engineering, combination or formulation of material or use other than specified in the Contract Service Plan is permitted.

8.3. Standard of Performance / Compliance with Laws: InDevR uses commercially reasonable efforts and all due diligence in performing the Contract Service and complies with all relevant laws, statutes, regulations, and guidelines, including without limitation those applicable to the receipt, use, handling, disposal (including without limitation those governing disposal or destruction of hazardous materials) and storage of Customer's material. InDevR will also comply with any instructions from Customer that are not inconsistent with such laws, statutes, regulations, and guidelines. InDevR represents and warrants that it has obtained and shall maintain all relevant permits, licenses or other approvals required by governmental authorities.

8.4. Use of All Names: InDevR shall not use Customer's name or trademarks without the Customer's prior written consent, nor disclose to any other person or party details of the Contract Service, or the nature or content of negotiations leading to such terms.

9. LIMITED WARRANTY

9.1. Please see [InDevR Warranties](#) for all warranties applicable to our products

10. SOFTWARE LICENSE

10.1. When purchasing some Products, the Customer has purchased a license to use the associated software, not the software itself. Because title to the software remains with InDevR, the Customer may not sell, distribute, or otherwise transfer the software. InDevR's software is protected by United States Copyright Law and by International Copyright Treaties. The Customer may not copy the software or any part of it for any other purposes, and Customer may not decompile, reverse engineer, modify, disassemble, or reduce the software. InDevR may terminate this license if Customer fails to comply with these terms and conditions. All software revisions and upgrades are subject to these same license terms and conditions. Customers will be required to accept Software License Agreement prior to installation of software.

11. PRODUCT AND EQUIPMENT USE LIMITATION

11.1. InDevR sells Products and Equipment for research use only. The Products and Equipment are not designed for, nor are they intended for use in diagnostic or therapeutic procedures or patient-connected applications and accordingly have not been submitted for FDA approval. InDevR is not liable for misuse of any Product or Equipment.

12. ILLEGAL EXPORT

12.1. Buyer agrees to comply strictly and fully with all export controls imposed on the Products and Equipment by any country or organization of nations within whose jurisdiction Buyer operates or does business, including all legal requirements established under the U.S. Export Administration Regulation. Buyer agrees not to export, re-export, divert, transfer, or disclose, directly or indirectly, any Products, Equipment or Services or related technical information, document, or material or direct products thereof to any country restricted by the U.S. Export Administration Regulations, as modified from time to time, or to any national or resident thereof, unless Buyer has obtained the prior written authorization of InDevR and the U.S. Commerce Department and any relevant local governmental authority.



13. SAFETY

13.1. InDevR represents that to the best of its knowledge and belief the Products and Equipment sold hereunder meet, at this date, any existing standards promulgated under OSHA but only when properly operated in accordance with InDevR's recommendations. Compliance with OSHA is an employer responsibility which embraces appropriate protocols and procedures which are outside the control of InDevR and for which InDevR can accept no responsibility.

14. ACKNOWLEDGEMENT/GOVERNING LAW

14.1. Customer acknowledges reading and understands these Terms and Conditions, and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other terms hereof. Disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State of Delaware.