

Order Confirmation



Order Number : XXXXXX

Discovery Labware Inc
2 Oak Park Dr
BEDFORD MA 01730
USA

Customer PO : XXXXXX
Order Date : 03/08/2023
Purchase Order Date : 03/08/2023
Payment Terms : Net due in 30 days
Incoterms : FOB
Customer Service Rep : CLSCustServ@corning.com

Sold To Customer : 1234567891
Jane Doe Laboratories
3915 Emmanuel Greens Rd
South Taylorfurt, Iowa 58121
USA

Ship To Customer : 1234567891
Jane Doe Laboratories
3915 Emmanuel Greens Rd
South Taylorfurt, Iowa 58121
USA

Your Discovery Labware Customer #. This is additional to your existing Corning Customer #

Item	Material	Description	Req.Del.Dt	Req.Qty UoM	Unit Price	Price Unit	Net Value
10	356230	MatrigelGFR 5 mL	03/06/2023	5 EA	XXX.XX USD	1 EA	XXX.XX USD
<p>Confirmed Del.Date : 03/08/2023</p> <p>Ship from</p> <p>Expected Ship Date</p>		<p>Confirmed Del.Qty : 5</p> <p>Discovery Labware - Bedford</p> <p>Expected Ship Qty</p>					
Total Net Amount							XXX.XX USD
Tax							XX.XX USD
Surcharge							XX.XX USD
Total							XXX.XX USD

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred or otherwise disposed of, to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

The terms and conditions of sale contained herein shall apply to all quotations and offers to sell and purchase orders accepted by Discovery Labware. Discovery Labware's acceptance of any proposal to purchase or purchase order issued by the buyer identified on the order acknowledgement or quotation to which these terms relate (hereinafter, such buyer is referred to as "you") is expressly made conditional on the terms and conditions of sale as set forth herein, irrespective of whether you accept them in writing, by implication or by acceptance of and payment for the goods sold hereunder. These terms and conditions of sale shall govern the contractual arrangement entered into between Discovery Labware and you with respect to the goods sold to the exclusion of any terms or conditions of purchase proposed by you.

Prices. Unless otherwise stated in writing by Discovery Labware, all prices quoted shall be exclusive of transportation, insurance, taxes, customs fees, duties and other charges related thereto, and you shall report and pay any and all such charges and hold Discovery Labware harmless there from. Prices quoted relate only to the goods referenced herein and do not include intellectual property, industrial property, or patent rights of any kind. Discovery Labware reserves the right to increase prices within thirty (30) days advance notice. Shipment and Title. If the goods referenced in this Agreement are to be shipped within the continental U.S. from a point of origin in the U. S., the applicable delivery term for the goods is FOB (Freight On Board) unless otherwise stated on the order acknowledgment or quotation to which these terms relate. Freight incurred by CLS in shipping the goods shall be the responsibility of the buyer. If the goods referenced in this Agreement are being shipped outside the continental U.S., the applicable delivery term for the goods is FCA-W (Free Carrier – Warehouse) (Incoterms 2010 version). Freight and associated duties in shipping the goods are the responsibility of the buyer. Security Agreement. This Agreement shall be considered a security agreement by which you grant to Discovery Labware a security interest in the goods sold pending payment in full. You hereby grant to Discovery Labware a limited power of attorney solely for the purpose of executing a financing statement or other certificate or instrument and filing the same with the appropriate official to perfect Discovery Labware's security interest. You hereby grant to Discovery Labware a purchase money security interest in the goods delivered to secure the purchase price until Discovery Labware is paid in full.

Termination or Change. You may not terminate, suspend performance, reschedule or cancel delivery or issue a "hold" order under this Agreement in whole or in part, without Discovery Labware's prior written consent and upon terms that will compensate Discovery Labware for any loss or damage resulting from such action. Your liability shall include, but not be limited to, the price of product delivered or held for disposition, the price of services already performed, and for work in process, incurred costs and a reasonable allocation of general and administrative expenses, plus Discovery Labware's loss of profits. If delivery of the goods referenced is delayed by you, Discovery Labware may invoice you for the goods when Discovery Labware is prepared to ship and you will reimburse Discovery

Order Confirmation

CORNING

Order Number : XXXXXX

Labware for any storage costs incurred.

Payment Terms. Unless otherwise agreed to by Discovery Labware, you shall pay the invoiced amount within thirty (30) days from the date of Discovery Labware's invoice. Discovery Labware may exercise an option to assess an interest charge of up to 2.5% p.a. above the current prime rate quoted by the Citibank, N.A. in New York City, New York (but not to exceed the maximum lawful rate). Unless otherwise agreed, prices shall be quoted and invoices shall be paid in US currency.

Taxes. Any tax or related charge that Discovery Labware shall be required to pay to or collect for any government in connection with this Agreement, including, without limitation VAT, sales tax or use tax (though excluding tax incurred based on the net income of Discovery Labware) will be billed to you and paid by you.

Product Warranty. Discovery Labware warrants to you only that the goods referenced herein are free of defects in material and when delivered to you will conform to specifications published by Discovery Labware. The foregoing warranty is valid for a period of 12 months from the date of shipment. In the event that any goods shipped by Discovery Labware delivers any non-conforming goods Discovery Labware will, at its option, repair the nonconforming goods, provide a free replacement, or grant you an appropriate credit. Either of these alternatives shall be your sole and exclusive remedy in the event of delivery of non-conforming goods and Discovery Labware shall not be liable to you or any other party for any other damages, whether directly or indirectly incurred. The warranty and remedies provided in this paragraph shall apply to the exclusion of any other warranties (express or implied, including the warranties of merchantability and fitness for a particular purpose) or remedies that might otherwise be available under applicable law. No warranty or representation or guaranty is made by Discovery Labware as a result of the delivery of any sample, prototype, product information sheet, sale or marketing material, custom, trade practice, or statement by a representative of Discovery Labware.

Limitation of Liability. In no event will Discovery Labware be liable to you or any other party, under any circumstances, for any special, consequential, indirect or punitive damages such as loss of capital, loss of use, substitute performance, loss of production, loss of profits, loss of business opportunity, or any other claims for damages, even if such losses or damages are reasonably foreseeable.

Intellectual Property. With respect to intellectual property and industrial property matters, Discovery Labware's sole and exclusive liability is to indemnify you only against valid claims based upon infringement of validly issued U.S. patents and then only with respect to goods comprising Discovery Labware's regularly established line of products and only in the form in which sold by Discovery Labware.

Discovery Labware's sole obligation under this indemnification shall be the assumption of the defense of any such suit brought against you. Discovery Labware shall be given exclusive control of the defense of such claim, including settlement. Discovery Labware's total liability hereunder shall be limited to its out-of-pocket costs up to, but not exceeding, the amount paid by you as the purchase price for the goods sold hereunder.

Export Control. You acknowledge that the goods sold by Discovery Labware are subject to export control laws and regulations of the United States of America. Discovery Labware will have no obligation to sell or deliver goods until you have obtained all required export authorizations, if required. You agree that you will not use, distribute, transfer, or transmit the goods except in compliance with United States laws and regulations and the laws and regulations of any other jurisdiction.

Government Subcontract. If this contract is a subcontract under a United States government prime contract, Discovery Labware accepts only those terms and conditions that are required to be included in subcontracts entered into by you with respect to such United States government prime contract and no others. Discovery Labware accepts no terms or conditions with respect to adjustment of price, patent warranty or licenses, warranty, limitation of your liability, or special tooling except as appear herein or where the subject of a separate letter agreement that has been duly executed by an authorized officer of Discovery Labware.

Choice of Law. These terms and transactions contemplated hereunder shall be governed by the laws of the State of New York, without regard to its conflicts of laws principles

Source: <https://www.corning.com/worldwide/en/products/life-sciences/support-main/dl-terms-and-conditions.html>

NOT AN INVOICE - DO NOT PAY THIS DOCUMENT