

Terms of Service and Supply

1. Definitions
 - 1.1. Agreement means an Order and these Terms and Conditions.
 - 1.2. Client means the person or organization named and described in the Order.
 - 1.3. Order means an order by the Client in the form required by KromaTiD, Inc. (KromaTiD) for the supply of Products or Services.
 - 1.4. Product means any product supplied by KromaTiD, including any information or material supplied with any product.
 - 1.5. Services means any services provided by KromaTiD, pursuant to this Order.
 - 1.6. Warranty Period means 30 days from the date of delivery of Product pursuant to an Order.
2. KromaTiD Products and Services
 - 2.1. All Products and Services are supplied for scientific research purposes only and are not intended for human consumption or diagnostic purpose including, but not limited to, use in foods, pharmaceuticals, cosmetics or other goods. Research purposes means in vitro laboratory studies or in vivo use in laboratory organisms only.
 - 2.2. KromaTiD does not represent or warrant that:
 - 2.2.1. The Products or Services are correct, sufficient or safe for the Client's intended use or any other use; or
 - 2.2.2. The Client's use of the Products or Services will not infringe any person's intellectual property rights.
 - 2.3. Products and Services are supplied for the Client's personal research activities and noncommercial use. Products must not be sold or otherwise re-distributed without KromaTiD's consent.
 - 2.4. KromaTiD retains rights to use of deidentified image data for business and platform development purposes.
3. Quotations & Orders
 - 3.1. No quotation or Order is binding upon KromaTiD until accepted by KromaTiD.
 - 3.2. Description of Products and Services are for identification only and does not constitute a representation by KromaTiD.
 - 3.3. Orders are subject to Product and Service availability.
 - 3.4. All prices are in U.S dollars and are exclusive of sales or other taxes imposed on the sale transaction. All taxes are the responsibility of the Client, whether or not collected by KromaTiD.
 - 3.5. Changes to accepted orders, including changes in pricing or scope, will be implemented through KromaTiD's change control process.
 - 3.6. Orders cannot be cancelled once accepted by KromaTiD.
4. Shipping and delivery
 - 4.1. Any date for delivery is an estimate only and KromaTiD will not be liable for late delivery.
 - 4.2. Unless otherwise agreed in writing, Orders shall be delivered EXW (Incoterms 2010) KromaTiD's facilities. The Client will be responsible for all shipping and freight costs.
5. Title to Products Sold
 - 5.1. Unless otherwise specified, KromaTiD Products and Services under this Agreement are sold for research use only.
 - 5.2. Products will be at the Client's risk from the time of delivery of the Product.

6. Client Obligations

6.1. The Client will, in addition to any other obligations set out in this Agreement: (a) satisfy itself that the Product or Service is appropriate, adequate and sufficient for the Client's individual circumstances and intended use; and

6.1.1. Comply with all applicable laws and regulations in relation to the purchase, import, storage, use and disposal of the Products or Services.

6.2. The Client's use of the Products or Services is at its own risk and the Client indemnifies KromaTiD for all loss or damage resulting directly or indirectly from use of the Products or Services or any information provided with the Products or Service, or any breach of this Agreement.

7. Warranty Period

7.1. Upon delivery the Client must inspect the Products to determine:

7.1.1. Short supply; or

7.1.2. Defective Products or Products that do not conform with the Order, and immediately notify KromaTiD.

7.2. Subject to section 7.3 and 7.4, KromaTiD will, as soon as practicable after notification replace the Product or reperform the Service at its sole cost and expense.

7.3. KromaTiD will have no obligation to replace any Product or reperform any Service if:

7.3.1. Lost or damaged in transit, or rendered unusable due to delayed delivery by the Courier;

7.3.2. The failure to conform to the Order is caused by the Client providing insufficient or incorrect information in the Order.

7.4. Subject to section 11, KromaTiD's liability and obligation to replace any Product ceases upon expiry of the Warranty Period.

8. How to Pay

8.1. KromaTiD will provide the Client with invoices in accordance with the price and payment schedule set out in the Order.

8.2. Payment is due upon receipt of invoice. KromaTiD may charge a late payment fee of 1.5% interest per month upon any payments not received within 30 days of receipt of invoice. Remit to: Accounts Payable, KromaTiD, Inc., 1880 Industrial Circle, Suite A, Longmont CO 80501

8.3. Unless otherwise agreed in writing, payment for Products and Services supplied must be made without deduction on delivery of the Products or completion of the Service.

9. Confidentiality

9.1. All information disclosed by a party in connection with this Quotation shall be confidential information, unless such information is (i) already known to the receiving party, on a non-confidential basis, as evidenced by written records;

(ii) independently developed or discovered by the receiving party without the use of the disclosing party's confidential information, as evidenced by written records;

(iii) in the public domain, other than through the fault of the receiving party; (iv) disclosed to the receiving party by a third party not in breach of a duty of confidentiality owed to the disclosing party. Neither party shall, without the other party's prior written consent, use the confidential information of the other party or disclose such information except (a) to provide to employees of the receiving party or its

affiliated entities who require such information to perform such party's obligations under this Quotation, or (b) as required to be disclosed by law, or court or administrative order; provided that the receiving party first gives prompt written notice thereof to the disclosing party. This undertaking shall survive for 7 years following the date of this Quotation.

10. Implied Terms

10.1. Other than as set out in this Agreement, and to the extent permitted by law, all implied and express warranties in respect of the Products and Services are hereby excluded.

11. Liability

11.1. KromaTiD will only be liable to the Client:

11.1.1. Where the law implies a term into this Agreement which cannot be excluded and KromaTiD breaches that term, however, in all other cases KromaTiD's liability is limited, at its option, to replacing, repairing or re-supplying the relevant goods or re-supplying the relevant services; and/or

11.1.2. If the claim arises from or in connection with any breach of this Agreement or fraud by KromaTiD but subject always to section 11.2 and 11.3.

11.2. Subject to section 11.1(a), and except to the extent that liability cannot be excluded, KromaTiD's liability to the Client for claims arising out of or in connection with this Agreement whether arising in tort (including negligence), indemnity, strict liability, breach of warranty or statute is limited to the amount paid for the Product or Service in respect of which liability has arisen.

11.3. In no event will KromaTiD be liable to the Client for loss of use, production, profit, revenue, business, contract or substandard products or anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.

11.4. For the purposes of this section 11, the term KromaTiD will mean KromaTiD, its officers, employees, contractors and agents, whether individually or collectively.

11.5. This section 11 will survive the expiration or termination of this Agreement.

12. Intellectual Property

12.1. For purposes hereof, "Client IP" means all intellectual property and embodiments thereof owned or licensed to Client as of the date hereof or developed by Client other than in connection with the Agreement; "KromaTiD IP" means all intellectual property and embodiments thereof owned or licensed to KromaTiD as of the date hereof or developed by KromaTiD other than in connection with the Agreement.

12.2. All Client IP shall be owned solely by Client and no right therein is granted to KromaTiD under this Agreement except for use in performing the Agreement. All KromaTiD IP shall be owned solely by KromaTiD and no right therein is granted to Client except for use in research purposes under this Agreement.

12.3. KromaTiD IP includes but is not limited to the directional Genomic Hybridization technology, which also includes Pinpoint FISH, buffer or reagent compositions, bioinformatic design algorithms, and detailed sequence information and modifications of any probes designed under the Agreement, whether or not for unique Client-supplied target sequences.

12.4. Client will not reverse engineer, disassemble or otherwise attempt to derive the composition, techniques, processes, algorithms, know-how or other proprietary information from the dGH, Pinpoint FISH products (or any associated buffer or adjunct product) data provided by KromaTiD (collectively, "Reverse Engineering") or permit or induce any third party to Reverse Engineer any KromaTiD product.

13. Miscellaneous

13.1. Force Majeure: Neither party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation acts of God, fires, floods or weather, strikes or lockouts, factory shutdowns, embargoes, wars, hostilities or riots, or shortages in transportation. If the cause continues unabated for 90 days, then both parties shall meet to discuss and negotiate in good faith what modifications to this Agreement should result from such cause

13.2. Precedence: In the event of any conflict between an Order and these terms and conditions these terms and condition will prevail to the extent of the inconsistency.

13.3. Severance: A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

13.4. Sub-contract: KromaTiD may sub-contract the performance of any part of its obligations under this Agreement to third parties.

13.5. Governing law: This Agreement is governed by the laws of the State of Colorado and each part submits to the exclusive jurisdiction of the federal and state courts in that state.