

## ALPHA TEKNOVA, INC.

### – TERMS AND CONDITIONS OF SALE –

1. **Acceptance of Governing Provisions.** In these Terms and Conditions of Sale (these “*Terms*” or this “*Contract*”) “*we*,” “*us*,” and “*our*” mean Alpha Teknova, Inc. (“Teknova”) or the Teknova affiliate that offers the products and goods identified in your purchase order or our quote, sales order acknowledgement, or invoice (collectively, the “*goods*” or “*products*”), and “*you*” and “*your*” means the person, company, or other legal entity that orders or buys goods from us. We are offering, selling, and shipping goods subject to these Terms. Our failure to object to any terms, conditions, or provisions contained in any request for quote, purchase order, or other form or document from you, including, without limitation, any terms, conditions, or provisions that are in addition to or inconsistent with these Terms, shall not be construed as a waiver by us of these Terms nor as an acceptance by us of any such terms, conditions, or provision, and we hereby expressly reject all such terms, conditions, and provisions. These Terms, including all writings incorporated herein by reference, any quotation issued to you by us, and those specific terms of a purchase order or other document that are consistent with these Terms, constitute the entire contract between you and us, and supersede all prior agreements, representations, and undertakings between you and us, whether written or oral, relating to the goods or the subject matter hereof. In the event of a conflict between these Terms and a written contract signed by you and us, that written contract takes precedence over these Terms.

2. **Types of Goods.** The term “*goods*” means (i) goods not listed in our catalog and goods based on your instructions, specifications, or other directions (collectively, “*custom goods*”), and (ii) goods listed in our catalog or available for purchase on our website.

3. **Purchase Orders.** Purchase orders are subject to approval and acceptance by us. We will accept or reject purchase orders within ten (10) days after our receipt of them, and purchase orders that are not accepted by us within that time shall be deemed rejected. We may accept a purchase order by sending written notice to you (e.g., by sending you a sales order acknowledgement) or by shipping the goods to you. In the event of a conflict between your purchase order and any sales order acknowledgement, the terms in the sales order acknowledgement shall control.

#### 4. **Cancellation and Modification of Orders.**

4.1 **Catalog Goods.** With respect to goods listed in our catalog or that are available for purchase on our website, you may not cancel, reschedule, or modify an order without our prior written consent and approval, which may be withheld by us for any or no reason. Any approved cancellation, rescheduling, or modification of an order may be subject to a price adjustment, and cancellation or rescheduling fees.

4.2 **Custom Goods.** Custom goods are not cancellable without our consent. If we consent to the cancellation of an order for custom goods, you agree to reimburse us for any and all costs and expenses associated with materials, parts, components, and other goods and services that were procured by us for the manufacture, testing and packaging of the custom goods, any works-in-progress for custom goods, and any charges incurred by us for the receipt or return of materials, parts, components, and other goods that were intended to be used to make or deliver the custom goods.

4.3 **Fast-Track Raw Materials Purchase Option.** If you exercise any option made available by us to you in connection with which we purchase raw materials at your direction for possible use by us in the manufacture of any good or goods prior to submitting a definitive purchase order for such good(s), and if you subsequently elect not to purchase the good or goods to which those raw materials relate, then you agree to reimburse us for any and all costs and expenses associated with our purchase of the raw materials, including any transportation and related charges incurred by us for the receipt or return of the raw materials, as the case may be.

5. **Delivery.** You will be responsible for and pay all delivery, freight, and insurance charges. Unless specified differently in writing, all sales are delivered Ex Works our factory (Incoterms 2020). Title and risk of loss in all goods will transfer to you upon our delivery of the goods to you or the carrier at our facility, regardless of the freight term specified for transportation purposes. In all cases, you will be required to clear the goods for export and pay all export duties, if and as applicable. Unless otherwise agreed in writing, we reserve the right to choose the carrier, forwarding company, and means of transport. Where and to the extent permitted by applicable law, shipping and handling fees, special packaging materials, carrier surcharges (including, without limitation, fuel surcharges), shipping pallets, environment-controlled shipping, and/or hazardous material fees imposed by government regulation will be added separately to our invoice. You acknowledge and agree that we may refer to shipping and other fees on our invoices as “freight,” “shipping charges,” “handling fees,” “expense recovery,” or similar terms. The shipping and other fees that we charge may not be limited to our actual transportation costs and may include other shipping and handling costs. Shipping and/or delivery dates set forth in one or more of our quotes or sales order acknowledgements are based on estimates at the time of the quotation or sales order acknowledgement. We will use commercially reasonable efforts to ship the goods in accordance with the shipping and/or delivery dates communicated by us, provided that we do not guaranty shipping and/or delivery dates, and we will not be liable for any direct or indirect costs or damages incurred by you or any third party, including, without limitation, incidental, consequential, or lost profit damages or other losses, resulting from late deliveries. We reserve the right to make delivery in installments or partial shipments; any such installments and partial shipments will be separately invoiced by us. You may not reject a delivery because it is a partial delivery.

6. **Inspection and Acceptance of Goods.** Upon your receipt of goods, you shall inspect the goods and notify our Customer Service Department in writing of any claims for shortages, incorrect goods received, defects, or damage not caused during shipment (a “*rejection notice*”). If you fail to send a rejection notice to us within three (3) days after you receive the goods, the goods shall conclusively be deemed to conform to these Terms and to have been irrevocably accepted by you.

7. **Product Returns.** We do not accept product returns other than in connection with a product recall initiated by us. In connection with goods properly rejected by you in accordance with Section 6 of these Terms, you may opt to receive a credit to your account or a replacement product. In connection with goods subject to a product recall initiated by us, our Customer Service Department may authorize their return to us and issue a return material authorization (RMA) number to you. If goods subject to a product recall are not authorized for return, you will dispose of the goods in compliance with all applicable laws. If any good is erroneously, or in contravention of these Terms, shipped or returned to one of our facilities by you, you will be responsible for removing the good from our facility promptly and in accordance with applicable laws and regulations. A CREDIT TO YOUR ACCOUNT FOR THE PRICE OF PROPERLY REJECTED OR RETURNED GOODS OR REPLACEMENT GOODS WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE AND EXCLUSIVE OBLIGATION IN THE CASE OF ANY REJECTION OR A PRODUCT RECALL OF GOODS.

8. **Credits and Past Due Amounts.** No credits issued by us shall be available for use if a past due balance is outstanding on your account.

9. **Payments.** Unless otherwise specified in a written quotation we provide to you or written contract signed by us and you: goods will be billed by us at the price set forth in our order acknowledgement, unless that price was a mistake, in which case the price will be the price on the order or the then-current price for the goods. All prices shall be subject to change from time to time without notice. You will pay all invoices within thirty (30) days of the date of invoice and all payments shall be in US Dollars, unless otherwise specified by us in writing. If you default in making any payment to us when due, we, at our option and without prejudice to our other lawful remedies, may condition delivery for future orders on payment in advance and payment of all outstanding balances owed. Any invoiced amount that is not paid when due will bear interest at the rate of one and one-half percent (1½%) per month, or the maximum rate allowed by law, whichever is less. You also agree to pay or reimburse us for all fees and expenses reasonably incurred by us in collecting any amounts due

under this Contract, including, but not limited to, all reasonable attorneys' fees associated with the collection. Where permitted by law, we retain a security interest in goods sold until full payment is received.

10. **Taxes and Other Charges.** The prices for the goods exclude all taxes, including, without limitation, use tax, sales tax, goods and services tax, value added tax, excise tax, duty, tariffs, inspection or testing fees, or any other tax, fee, or charge imposed by any government authority, on or measured by the transaction between us (collectively, "**charge or charges**"), and all such charges shall be paid by you in addition to the prices for the goods quoted or invoiced. If we are required to pay any such charge, you shall reimburse us therefore or provide us at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the charge. If you are required to withhold or deduct any charge from any payment to us hereunder, you shall furnish to us, without delay, a certificate showing the payment of such charge.

11. **Limited Warranty, Disclaimers, Remedy.** We warrant to you, our direct customer, that (i) our catalog goods shall conform substantially to the description of such goods as provided in our catalogs and literature accompanying the goods for a warranty period ending on their respective expiration dates or, if no expiration date is provided, for a warranty period of 6 months from the date of your receipt of such goods, and (ii) we will use commercially reasonable efforts to make custom goods in substantial conformance with the written instructions, specifications, and other directions provided by you in all material respects, and the warranty period for such warranty is thirty (30) days after delivery. If you believe there is a breach of a warranty in this Section, you must send written notice to us prior to the expiration of the applicable warranty period and such notice must describe in reasonable detail the breach. For clarity, if any custom goods conform to the limited warranty above and you are not satisfied with the custom goods for any reason, then you may order different custom goods and propose different written instructions, specifications, and directions, subject to a new purchase order and a new quoted price for such custom goods. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO OTHER WARRANTY AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM USEAGE OF TRADE OR COURSE OF PERFORMANCE. SOME STATES DO NOT PERMIT THE DISCLAIMER OF WARRANTIES IN CERTAIN CIRCUMSTANCES AND SO PORTIONS OF THE FOREGOING MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF WE MANUFACTURE CUSTOM GOODS FOR YOU, WE SHALL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE, OR QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO YOUR INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS. OUR LIMITED WARRANTY SHALL BE VOID IF WE DETERMINE, IN OUR SOLE DISCRETION, THAT YOU HAVE ALTERED, MISHANDLED, OR MISUSED THE GOODS OR HAVE FAILED TO USE OR STORE THE GOODS IN ACCORDANCE WITH THE INSTRUCTIONS FURNISHED BY US OR IF THE GOODS ARE DAMAGED BY PERSONS, FACTORS, OR CIRCUMSTANCES OUTSIDE OF OUR CONTROL. OUR SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO GOODS PROVED TO OUR SATISFACTION (APPLYING ANALYTICAL METHODS REASONABLY SELECTED BY US) TO BE DEFECTIVE OR NONCONFORMING TO THE FOREGOING WARRANTY SHALL BE THE REPLACEMENT OF SUCH GOODS FREE OF CHARGE, UPON THE RETURN OF SUCH GOODS IN ACCORDANCE WITH THESE TERMS, ALTHOUGH AT OUR DISCRETION WE MAY PROVIDE A CREDIT OR REFUND FOR NON-CONFORMING GOODS.

12. **Limitations on Liability.** IN NO EVENT SHALL WE BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES, OR FOR ANY LOST PROFITS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR CUMULATIVE AGGREGATE LIABILITY TO YOU EXCEED THE PRICE PAID BY YOU AND

RECEIVED BY US FOR THE GOODS THAT RESULTED IN OUR LIABILITY TO YOU. THE LIMITS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE SHALL NOT HAVE LIABILITY FOR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR GOODS. THE LIMITATIONS IN THIS SECTION SHALL APPLY (A) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (B) REGARDLESS OF THE FORM OF ACTION, WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OUR INDEMNIFICATION OBLIGATIONS, OR OTHER THEORY. SOME STATES DO NOT PERMIT THE LIMITATION/EXCLUSION OF DAMAGES IN CERTAIN CIRCUMSTANCES AND SO PORTIONS OF THE FOREGOING MAY NOT APPLY TO YOU.

13. **Compliance with Laws and Regulations.** We certify that, to our knowledge, our goods are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders applicable to the goods being sold in the United States of America. You acknowledge that goods received from us are subject to U.S. export control laws and regulations. You represent and warrant to us that you will not, directly or indirectly (i) sell, export, reexport, transfer, divert, or otherwise dispose of any goods, products, software, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, or (ii) use the product for any use prohibited by the laws or regulations of the United States and/or your local jurisdiction.

14. **Indemnification.**

14.1 **Our Indemnity Obligations.** We will, at our expense, defend you against and, subject to the limitations set forth in these Terms, including, without limitation, the limits on liability in Section 12 (Limitations on Liability) above, pay any final award of damages or any settlement amount approved by us in writing resulting from any third party claim based on an allegation that a good (other than custom goods) as supplied by us infringes any third party U.S. patents issued as of the date of the purchase of the goods that are known to us as of such date, provided that you (i) give us prompt written notice of any such claim, (ii) allow us to solely direct the defense and settlement of the claims and that you not settle any such claim, and (iii) provide us with the information and assistance necessary for the defense and settlement of the claim. We shall not be liable to you for any claim arising from or based upon the combination, operation, or use of any of our goods with materials or products not supplied by us or arising from any alteration or modification of a good. THIS SECTION SETS FORTH OUR ENTIRE LIABILITY TO YOU IN CONNECTION WITH ANY THIRD PARTY CLAIM AGAINST YOU OF WHATEVER KIND OR NATURE, AND YOUR SOLE REMEDIES WITH RESPECT TO INFRINGEMENT AND ALLEGATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS OF ANY KIND, IN CONNECTION WITH THE GOODS.

14.2 **Your Indemnity Obligations.** If any claim, suit, action, demand, or proceeding is made or instituted against us arising out of or related to an allegation or claim that (i) any custom good infringes any intellectual property rights of any third party, including, without limitation, the manufacture, storage, sale or use of any custom good (ii) your use, storage, or resale of goods purchased from us, including such use, storage, or resale that causes death, personal injury or damage to property or (iii) any claim of negligence, breach of warranty, strict liability in tort, or other theory of law, based on the acts or omissions of you or your officers, agents or employees, your successors and assigns, or customers, whether direct or indirect, in connection with the use or resale of any goods either as a standalone product or a component part or a raw material of another product, or by reason of your breach of or failure to perform any of your obligations hereunder, then you shall indemnify us, defend us, and hold us harmless from and against any and all losses, liabilities, damages, settlement amounts, and/or expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result thereof. You shall notify us promptly of any incident involving goods sold pursuant to these Terms. In addition, you shall fully cooperate with us in any investigation relating to

any such claim or allegation and make available to us reports, tests, documentation, and all related statements available to you as we may reasonably consider necessary.

**14.3 Confidentiality.** You shall not disclose, provide, or otherwise make available any trade secrets, copyrighted material, or other intellectual property rights embodied in the goods in any form to any third party without our prior written consent. You shall implement reasonable security measures to protect such trade secrets and copyrighted material. You acknowledge and agree that we and our licensors own all right, title, and interest, including, without limitation, any and all patents, copyrights, and trade secrets, embodied in the goods. You may provide us with feedback, ideas, and suggestions regarding the goods and all such feedback, ideas, suggestions, and the like that you provide to us (the “*Supportive Information*”) will belong to us, but you may use the Supportive Information. You hereby assign to us all right, title, and interest in and to the Supportive Information and any related intellectual property rights.

**15. Authorized Uses.**

**15.1** Your purchase of goods from us only conveys to you the non-transferable right for only you to use the goods in compliance with the applicable intended use statement and/or limited label license, if any, in our catalogs or on the label or other documentation accompanying the goods (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety).

**15.2** If a good is identified as being intended for research use only (RUO), you acknowledge and agree that such goods may not be used for any other purpose, including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo purposes, investigational use, in foods, drugs, devices, or cosmetics of any kind, or for consumption by, or use in connection with or administration or application to, humans or animals.

**16. Technical Assistance.** Unless otherwise agreed in writing, all technical assistance and information we provide to you regarding the goods will be provided gratis, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty of any kind whatsoever in connection with or as a result of providing any such technical assistance or information.

**17. Miscellaneous.** This Contract shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of laws. Any action filed by you or us arising out of or relating to this Contract shall be brought in the State or Federal courts located in or with jurisdiction over San Benito County, California, USA, and you irrevocably consent to and waive any objection to jurisdiction and venue in such state and federal courts. The United Nations Convention on the International Sale of Goods shall not govern this Contract. If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Contract shall remain in full force and effect. Except for your payment obligations, neither you nor we shall be deemed to be in breach of this Contract for any failure or delay in performance caused by reasons beyond your or our reasonable control, including but not limited to acts of God, war, riots, orders of government, strikes, epidemics, pandemics, failure of the Internet or shortages of materials. No modification, amendment, or waiver of any provision of this Contract shall be effective unless in writing and signed by duly authorized representatives of the parties. Our exercise of any option, or failure to exercise any rights hereunder shall not constitute a waiver of our rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay, or breach by you. We may assign our rights and/or obligations under this Contract to any person in whole or in part.