

Sales Terms and Agreement

Effective April 24, 2025

1. Entire Agreement

This agreement constitutes the entire understanding between **Pantex, Division of Bio-Analysis, Inc. “Pantex”**, and the purchaser regarding the sale of materials, superseding all prior agreements, whether written or oral. Pantex does not agree to any terms in the purchaser’s purchase order which conflict with these Sales Terms and Agreement.

By placing an order, the purchaser acknowledges they have read, understood, and agreed to these terms. The purchaser also acknowledges that they have not relied on any representations, warranties, or statements not expressly set forth in this Agreement.

2. Orders

Orders must be submitted via email to **orders@pantexba.com**, by calling 1-310-828-7423 or Toll Free at 1-800-421-6529. A formal Purchase Order (PO) is required for processing. All sales are final and non-refundable, except as provided in Section 12 (Limitation of Refunds and Replacements). Pantex reserves the right to reject any purchase order if, in its sole discretion, it believes fulfillment would violate applicable law or internal compliance policies.

3. Pricing

Pantex serves global clients, including end-users, distributors, and wholesalers. All transactions are subject to Pantex’s sole discretion and final approval. Pantex reserves the right to reject or cancel orders at its discretion if a product is listed with an incorrect price or if the purchaser is ineligible to purchase a specific item. New clients must complete an approval process, including a review of company account information, before order acceptance.

4. Order Confirmation

All orders require Pantex’s approval before processing. Pantex may decline, withdraw, or cancel any order at its sole discretion for reasons including but not limited to, limited stock, pricing errors, or financial concerns. Orders must include product details, quantity, shipping address, and payment terms. Payment is processed only after the order is reviewed, confirmed for accuracy, and prepared for shipping. Pantex may request additional details or validation before acceptance. If an order is canceled or requires clarification, Pantex will promptly notify the purchaser. Once accepted, orders cannot be canceled or modified without Pantex’s prior written approval.

5. Price Quotations

Price quotations are issued in U.S. dollars and are valid for 30 days, subject to change without notice. To request a quote, email info@pantexba.com. Pricing terms may also be governed by a relevant Distribution Agreement.

6. Payment and Credit Terms

New customers are required to prepay their initial orders. At Pantex's sole discretion, credit terms (**Net 30 Days**) may be extended based on the products ordered and other factors.

Certain large purchases may require advance payment or a security deposit prior to shipment. This requirement will be determined based on the size, value, or custom nature of the order. Specific terms will be communicated during the order confirmation process. Pantex reserves the right to reassess credit terms at any time and may modify or withdraw such terms upon notice.

The purchaser is responsible for all bank fees associated with wire transfers. The full invoiced amount must be received without deductions for transfer fees. Invoices unpaid within the **Net 30** period will incur a 1.5% monthly interest charge on the outstanding balance until paid in full. Pantex may suspend or cancel future orders for overdue accounts. The purchaser is liable for all collection costs, including but not limited to attorney fees, court costs, and collection agency fees.

Accepted Methods of Payment:

Checks

Make payable to: **Pantex, a Division of Bio-Analysis, Inc.**
Mail to 1701 Berkeley Street, Santa Monica, CA 90404

Credit Card

Call 1-310-828-7423 to provide the following information over the phone:

- Name on Credit Card
- Credit Card Number
- Expiration Date
- CVC Code
- *Subject to a 3.4% processing fee.

Bank Wire

Email info@pantexba.com to receive bank wire information.

7. Delivery Terms

Standard Shipping

All shipments are made FCA – Pantex's facility (Incoterms 2020). While Pantex may assist in arranging transportation with carriers, title and risk of loss transfer to the purchaser once the goods are delivered to the carrier at Pantex's premises. The purchaser must ensure the selected carrier complies with all applicable transport and safety standards. For shipments sent using Pantex's account, the purchaser is responsible for obtaining appropriate insurance coverage unless otherwise agreed. Prepaid orders including shipping and handling costs will be noted at purchase. Additional charges apply for special packaging (e.g., dry ice). Pantex securely packages all items, but the purchaser assumes responsibility for loss or damage during transit once the goods are handed over to the carrier. Upon receipt, the purchaser must accept the order as delivered.

Export and Import

All international shipments must be sent using the purchaser's FedEx, DHL, selected freight forwarder or other carrier account. The purchaser is responsible for compliance with all applicable U.S. and destination country export and import laws, including obtaining necessary licenses, permits, or certifications. The purchaser bears all customs duties, taxes, and additional fees. Under no circumstances may international shipments be returned due to tariffs or related reasons. Pantex may refuse shipment if export controls, sanctions, or legal restrictions apply. The purchaser agrees to indemnify Pantex against claims, penalties, or liabilities arising from non-compliance with export or import regulations. Pantex is not responsible for any losses, including financial or operational, resulting from shipment delays, regardless of cause.

8. Material Testing and Notification

The purchaser must test all materials within 30 calendar days of delivery (Testing Period). If defects, shortages, or loss of activity are identified, the purchaser must notify Pantex within the Testing Period, providing detailed descriptions and, where applicable, raw data supporting the claim. Failure to provide raw data may delay resolution or limit remedies.

9. Assays

Reagents must be used as supplied without mixing lot numbers or modifying components to ensure assay integrity. Pantex is not responsible for assay performance issues resulting from non-compliance with reagent handling guidelines. Modifications, such as dilution or substitution, void warranties and technical support. The purchaser assumes full responsibility for assay performance if reagents are altered or mixed between lot numbers. For concerns about reagent handling, storage, or performance, please contact Pantex for guidance before making modifications.

10. Antibody and HRP Enzyme Conjugate Disclaimer (ASR Products)

Pantex does not guarantee the performance of Analyte Specific Reagent (ASR) products in specific assays. Pantex is not liable for outcomes or results obtained using its ASR products. The purchaser or end user is responsible for determining product suitability for their applications.

11. Transfer of Responsibility

Ownership and responsibility transfer to the purchaser upon delivery and acceptance, except in cases where defects are reported within the allowable testing period as defined in Section 8. The purchaser assumes all risks related to storage, handling, and usage after the materials leave Pantex's premises.

12. Limitation of Refunds and Replacements

Pantex is not obligated to provide refunds or replacements for materials that are damaged, lost, or compromised due to, but not limited to, purchaser or third-party negligence, improper storage, or pipetting errors.

Refund or replacement requests must be based on defects identified within the Testing Period (Section 8). Under no circumstances may the purchaser return any products without prior written authorization. Unauthorized returns will not be processed.

Pantex, at its discretion, may offer a replacement or credit for defective products beyond the testing period if compelling technical evidence supports such a claim, subject to internal review.

If a return is approved, the purchaser must:

- Cover all shipping, restocking, and compliance costs.
- Pay a restocking fee of 15–30%, as determined by Pantex.
- Allow Pantex to verify chain-of-custody and condition upon return.

13. Evaluation Samples

Evaluation samples are available to distributors and end users at a discounted rate. To request samples, email info@pantexba.com.

14. Intellectual Property

All intellectual property rights related to Pantex products remain with Pantex. The purchaser or end user shall not reproduce, modify, reverse-engineer, decompile, or disassemble any products, including Assay Reagents, Immunoassay Kits, and Analyte Specific Reagents (ASR), without prior written consent. Any attempt to derive the composition, formulation, or manufacturing process of products beyond their intended use voids warranties and support obligations. Such actions are prohibited, and Pantex may pursue legal action. The purchaser agrees not to submit products to third-party laboratories for analysis or disassembly without express written authorization. The purchaser acknowledges that Pantex's products contain proprietary information and trade secrets.

15. Disclaimer

Pantex warrants to the original purchaser that its products conform to specifications at the time of shipment. In the rare event that a product is proven to be defective (as confirmed by Pantex's Quality Control) within its shelf life—provided it has been properly shipped and stored—the sole remedy shall be either product replacement or financial credit equal to the purchase cost. Under no circumstances shall Pantex be liable for consequential, punitive, or incidental damages, including but not limited to personal injury, business loss, or loss of profit, beyond the replacement value of the defective product. This limitation of liability is a fundamental part of this agreement and applies in all circumstances. Pantex makes no other warranties, express or implied, beyond the terms explicitly stated in this agreement.

16. Force Majeure

Pantex is not liable for failure to fulfill obligations due to events beyond its control, including natural disasters, pandemics, war, strikes, supply shortages, or regulatory changes.

17. Governing Law and Dispute Resolution

These terms are governed by the laws of the State of California. Disputes shall be resolved through arbitration in Los Angeles County under the rules of JAMS or the American Arbitration Association (AAA), by a single neutral arbitrator. The arbitrator shall have authority to grant injunctive relief and shall issue a reasoned written decision. Judgment upon the award may be entered in any court having jurisdiction.

18. Miscellaneous

If any provision is found invalid, the remaining provisions remain in full effect. No waiver of any term constitutes a waiver of any other term. Pantex reserves the right to update these terms without prior notice. The obligations under Sections 6 (Payment), 11 (Transfer of Responsibility), 12 (Refunds), 14 (Intellectual Property), 15 (Disclaimer), and 16 (Force Majeure) shall survive the termination or expiration of this Agreement.

For any inquiries, please contact: Pantex, Division of Bio-Analysis, Inc. | 1701 Berkeley Street, Santa Monica CA, 90404 | 1-800-421-6529 / 1-310- 828-7423
info@pantexba.com | www.pantexbioanalysis.com | pantexbioanalysis.com/terms-of-sale