

# Covaris® FFPE DNA Extraction Service

## FFPE DNA Extraction Services Agreement

**SRA#** \_\_\_\_\_

This Agreement is made between Covaris, Inc. ("Covaris") and the undersigned customer ("Customer") for the services described herein. This Agreement consists of the following: (i) this Cover Page, (ii) the attached Order Form and (iii) the attached Terms and Conditions.

To confirm your acceptance of all of the terms and conditions of this Agreement, please fill out all required information in this Cover Sheet and the Order Form, sign and date the acceptance below and return one copy of this Agreement to Covaris by fax (Fax No : +1 781-932-8705) or email ([CustomerService@covarisinc.com](mailto:CustomerService@covarisinc.com)) This Agreement is valid for 6 months.

### Customer Information

<b>Billing Information:</b>	<b>Shipping Information: Same as Bill-To Information:</b> <input type="checkbox"/>
<b>Company Name</b>	<b>Company Name</b>
<b>Contact Name:</b>	<b>Contact Name:</b>
<b>Address :</b>	<b>Address :</b>
<b>City, State and Zip Code:</b>	<b>City, State and Zip Code:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Email:</b>	<b>Email:</b>

### Shipping Instructions

All shipping charges are the Customer's responsibility. All shipments containing samples will be scheduled for priority overnight delivery. Please ensure that all samples are shipped to arrive Tues – Fri so that the integrity of the samples can be maintained. Covaris will return processed samples between Mon – Thu.

#### Shipping Payment Options: (check one)

- 1) Please use the following account for all shipment costs.   
 UPS Acct # \_\_\_\_\_ FedEx Acct # \_\_\_\_\_
- 2) Please add shipping costs to order total.

#### Insurance Options: (check one)

- 1) Would you like the carrier to insure the shipments (subject to carrier availability and maximum insured amounts)?  
 Yes:  No:  Amount of requested insurance coverage (subject to carrier limits): \$ \_\_\_\_\_

This Agreement is ACCEPTED AND AGREED TO as a legally binding obligation as of the last date by which this Agreement is executed ("Effective Date"):

Customer Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Covaris Inc.  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

No. of Samples \_\_\_\_\_  
 Price for samples \$ \_\_\_\_\_  
 No. of Electropherograms \_\_\_\_\_  
 Price for Electropherograms \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_

# Covaris® FFPE DNA Extraction Service

**Credit Card Payment** – Please call 781-932-3959 ext 225 or email [accounting@covarisinc.com](mailto:accounting@covarisinc.com) .

**Purchase Order** – Please submit your purchase order to [customerservice@covarisinc.com](mailto:customerservice@covarisinc.com) .

Your credit card details or purchase order must be provided prior to sending samples to Covaris.

Shipping is by "Next-Day Air" on a FOB Prepaid and Add basis. All shipping charges are the Customer's responsibility.

## Sample Requirements

Acceptable Samples: Samples from FFPE tissue blocks should be in the form of cores or scrolls (i.e. curls). Cores can have a diameter of 1.2 mm or less. For a single scroll the area of the FFPE tissue should be  $YYZ \text{ mm}^2$  or more. If the area is less than this two or more scrolls can be placed into a single Covaris tube, provided that the excess paraffin has been removed from the tissue block. For sections on slides more than one section can be placed into a Covaris tube. Samples from patients with active infections will not be accepted. The DNA extracted from these samples is to be used for research purposes only.

What Covaris will provide: Upon approval of the customer's DNA extraction request, Covaris will ship the required number of screw cap microTUBEs labeled 1, 2, 3, etc. to the customer. It is the customer's responsibility to place their samples into the tubes provided and to fill in the appropriate areas in the following table for each sample.

If you have additional questions, please contact Covaris at +1 781 932 3959.

TUBE NUMBER	1	2	3	4	5	6
CUSTOMER'S SAMPLE identification						
tissue type						
for cores, is the diameter $\leq 1.2\text{mm}$ ?						
for scrolls, what is the approximate area of the tissue ( $\text{mm}^2$ )						
number of scrolls per tube						
for slides number of sections per tube						

**Note: Please copy this sheet for samples 7-12 (if applicable)**

Total number of samples to be processed: \_\_\_\_\_

### Returned DNA Sample specifications:

Sample Buffer: 10 mM Tris, pH 8.0, 1 mM EDTA

Sample Volume: 50 or 100 ul depending on the size of the tissue sample.

## Additional Questions:

2) Do you want an electropherogram for size confirmation? Please note \$50.00 will be charged for one (1) sample. For electropherograms, the minimum DNA concentration is 10 ng / ul

a) Yes

b) No

3) How will your DNA samples be analyzed?

a) NGS

b) qPCR

c) ddPCR

d) Micro array

i) Other \_\_\_\_\_

3) What is your current method for extracting DNA from FFPE samples?

## Pricing:

1 – 8 samples = \$110.00/sample; minimum charge = 5 samples (\$550.00)

9 – 16 samples = \$95.00/sample

>16 samples – please contact Covaris for large batch pricing at [services@covarisinc.com](mailto:services@covarisinc.com).

All samples in large batches are processed at a mutually agreed schedule.

Electropherogram confirmation of one (1) sample (optional). = \$50.00

Shipping charges are customer's responsibility. All shipments will be priority overnight.

## Procedure:

- Upon receiving a signed order form by fax or email, Covaris will ship to the customer the required number of AFA microTUBEs labeled 1, 2, 3, etc. It will be the customer's responsibility to load the samples into the microTUBEs and to record sample identity and tube number. A **Sample ID Form** will be included with the microTUBEs; this form needs to be reviewed for accuracy, signed and returned with the samples to Covaris. In addition, freezer packs will be provided during the summer months; please **make sure the freezer packs are frozen for a minimum of 8 hours at -20°C** before sending samples back to Covaris.

**NOTE: See Shipping Instructions on Page 1.**

- Covaris will then process the samples and return them to the customer upon completion. Samples will be returned in 1.5 ml microcentrifuge tubes labeled 1, 2, 3, etc. The samples will be returned to the customer in a package with freezer pack.

# Covaris<sup>®</sup> FFPE DNA Extraction Service

## COVARIS, INC. TERMS AND CONDITIONS

### 1. General

1.1. As used herein, Customer means the person, firm, company or other organization identified on the Cover Sheet of this Agreement that has ordered services ("Services") to be provided by Covaris, Inc. and/or its affiliates (collectively, "Covaris") hereunder.

1.2. Covaris' provision of Services to Customer is subject to these Terms and Conditions ("Terms and Conditions"), and Customer accepts and agrees to be bound by such Terms and Conditions.

### 2. Prices and Quotations

2.1. The price of the Services will be Covaris' price as set forth on the Cover Sheet (exclusive of any sales taxes).

2.2. Once an order has been accepted, Covaris shall not modify prices at any time before delivery to the Customer unless to reflect any changes resulting from any alteration in or addition to Customer's requirements. Unless otherwise agreed to in writing, all applicable handling, freight, content, packaging, insurance or other similar costs will be at Customer's expense. The Customer is liable for all taxes other than taxes on Covaris' income.

### 3. Payment

3.1. Unless otherwise agreed to in writing or for Services, Customer agrees to pay for the Services in full, in advance, such payment to be made by Customer only by credit card. Customer hereby and irrevocably authorizes Covaris to charge all fees for the Services to the credit card account listed on the Cover Page, and Customer warrants, represents and covenants that Customer has and will have the right to authorize Covaris to do so. Covaris may charge Customer's credit card prior to the initiation of the Services.

3.2. In the event that Customer's credit card is declined, Covaris reserves the right to (i) suspend deliveries and cancel any of its outstanding obligations, (ii) charge interest at an annual rate equal to 8% (or if lower, the maximum interest rate permitted under Massachusetts law) on all unpaid amounts calculated on a day to day basis until the actual date of payment, and (iii) seek any other remedies available under the law. Customer is liable for any fees, including attorney and collection fees, that Covaris may incur in its efforts to collect any late payments from the Customer.

### 4. Changes

Subject to prior notice, Covaris reserves the right to make any change to the specification of the Services which does not materially affect the utility or price thereof. The Customer shall confirm or cancel any outstanding order promptly on receipt of such notice. If Covaris does not receive a cancellation notice from the Customer within seven (7) days of Covaris' notice to the Customer of a change in a specification, the Customer shall be deemed to have accepted such change.

### 5. Delivery

5.1. If Customer's FedEx or UPS account number is not listed on the Cover Sheet, Covaris will select the method of shipment and the carrier to be used for the shipment of Customer's samples ("Customer Materials") to Customer. Unless otherwise agreed, all shipping and related insurance costs relating the Customer Materials will be added to the fees set forth herein and charged to Customer's credit card. In no event will Covaris be responsible for or bear any liability with respect to any loss, damage, contamination or other harm to the Customer Materials that occurs prior to receipt by Covaris from Customer, or following delivery by Covaris to the carrier. At the request of the Customer and as set forth on the Cover Page, Covaris may, to the extent provided by the carrier, obtain insurance, at Customer's expense, covering shipments of Materials during transit to the Customer, at the Customer's cost.

5.2. Covaris will use commercially reasonable efforts to perform the Services and deliver the Customer Materials in accordance with Covaris' estimated time frame. Covaris shall not be liable, however, for any failure to deliver in accordance with Covaris' estimated time frame, and any such delay will not be a sufficient cause for cancellation, nor will Covaris be liable for any direct, indirect, consequential or economic loss due to delay in delivery.

5.3. Customer shall promptly and thoroughly inspect all Customer Materials shipped by Covaris for damage and shortage before signing the carrier receipt, and note the nature and extent of such damage or shortage directly on such receipt. Customer is solely responsible for making any claims with the applicable carrier for any lost or damaged Customer Materials. Covaris will determine, at its sole discretion, whether the Customer Materials were damaged at the time of delivery to the carrier at Covaris' shipping point.

5.4. Where delivery of any Product requires an export license or other authorization before shipment, Covaris shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

### 6. Risk and Title

Customer shall bear the risk of loss to the Customer Materials after delivery by Covaris to the carrier, and Covaris shall have no liability with respect to any Customer Materials prior to receipt by Covaris. In addition, notwithstanding any another provision of this Agreement, in no event shall Covaris have any liability with respect to any lost or damaged Customer Materials while in Covaris' possession, unless such loss or damage is a result of Covaris' gross negligence or willful misconduct.

### 7. Customer Materials

7.1. Customer will verify the contents of all Customer Materials to be processed and indicate whether Customer believes the processing to be performed may cause damage or otherwise pose a hazard to Covaris personnel and/or equipment. "Processing" may include subjecting the Customer Materials to acoustic treatment, or mechanical crushing or other physical disruption of the Customer Materials. Customer hereby grants Covaris a limited, non-exclusive right and license to use the Customer Materials for the purpose of performing the Services as specified herein.

7.2. If in Covaris' sole discretion, Covaris determines that the performance of Services presents a hazardous condition for Covaris personnel and/or equipment, or Customer fails to provide, or identify a source for materials suitable for the performance of Services, Covaris may refuse to perform any further such Services. Upon refusal to perform Services, Covaris shall return the Customer Materials, if any, including materials that may have been processed.

### 8. Warranty

8.1. EXCEPT AS EXPLICITLY SET FORTH IN THESE TERMS AND CONDITIONS, COVARIS MAKES NO WARRANTY WITH RESPECT TO THE SERVICES, EXPRESSED OR IMPLIED, AND DELIVERS ITS SERVICES "AS IS". COVARIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALSO SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY UNDER THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY STATE OF THE UNITED STATES. NO REPRESENTATION OR WARRANTY, INCLUDING BUT NOT LIMITED TO STATEMENTS OF QUALITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY EMPLOYEES OR COVARIS OR ITS DISTRIBUTORS, WILL BE CONSIDERED A WARRANTY BY THE COMPANY FOR ANY PURPOSE OR CREATE ANY LIABILITY ON THE PART OF COVARIS. COVARIS HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE PERFORMANCE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS.

8.2. EXCEPT AS EXPLICITLY SET FORTH IN THESE TERMS AND CONDITIONS, COVARIS WILL BE UNDER NO OBLIGATION WHATSOEVER TO PROVIDE ANY REPAIR, REFUND OR REPLACEMENT, OR ANY OTHER REMEDY, TO ANY USER OF THE COMPANY'S PRODUCTS, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT SOUNDING IN TORT, PROPERTY, WARRANTY, CONTRACT OR OTHERWISE.

8.3. Notwithstanding 8.1 and 8.2, and to the extent such warranties are not able to be disclaimed, Covaris herein provides all warranties to its customers as necessary to comply with applicable laws, but only to the extent such warranties are not able to be disclaimed by Covaris.

# Covaris<sup>®</sup> FFPE DNA Extraction Service

8.4. Covaris warrants that all Services will be carried out with reasonable care and skill. Covaris' sole exclusive liability, and Customer's sole and exclusive remedy for breach of this warranty shall be, at Covaris' option, to give credit for or re-perform the Services in question. This warranty shall only extend for a period of sixty (60) days after the completion of the Services. If Covaris determines that any Services were not performed in accordance with this warranty and Covaris elects to re-perform the Services, and if additional Customer Materials are required to re-perform such Services, Customer shall provide such Customer Materials at Customer's expense.

## 9. Limitation of Liability

9.1. The Covaris shall have no liability, including under any warranties contained in Section 10, arising from: specifications or materials supplied by the Customer; fair wear and tear; willful damage or negligence of the Customer or its employees or agents; abnormal working conditions at the Customer's premises; failure to follow Covaris' instructions (whether oral or in writing); misuse or alteration or repair of the Products without Covaris' approval; or if the total price for the Products has not been paid.

9.2. COVARIS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SERVICES OR THIS AGREEMENT, OR THE USE OR INABILITY TO USE ANY SERVICE, OR ANY FAILURE TO OBTAIN DESIRED RESULTS, OR THE DAMAGE OR OTHER LOSS OF CUSTOMER MATERIALS DURING PERFORMANCE OF SERVICES (INCLUDING PROCESSING OF CUSTOMER MATERIALS), INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, GOODWILL OR BUSINESS INTERRUPTION, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer.

9.3. IN NO EVENT WILL THE COMPANY HAVE LIABILITY (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS ACTUALLY RECEIVED BY THE COMPANY FROM THE BUYER UNDER THE CONTRACT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM OR ACTION. Some states/jurisdictions do not allow the limitation of damages, so the above limitation may not apply to the Customer.

## 10. Intellectual Property Rights

Customer warrants and represents that it has all necessary rights (including intellectual property rights) to provide Covaris the Customer Materials to perform the Services. All intellectual property rights and goodwill in the Services, including any inventions, trade secrets, know how or other intellectual property developed or otherwise discovered in processing of Customer Materials or the provision of other Services, shall at all times remain vested in, be owned by, and inure to the benefit of Covaris. The Customer hereby assigns, and agrees to assign, to Covaris any rights the Customer may obtain in and to the Services.

## 11. Indemnification

Except to the extent the claim arises as a result of the gross negligence of Covaris, the Customer shall indemnify and hold Covaris harmless from and against any and all claims, damages, losses, costs, fees, expenses and other liabilities of whatever nature that Covaris suffers or incurs (i) in connection with the Covaris' or Customer's use of the Customer Materials or other materials provided by Covaris in connection with performing Services, (ii) alleging that the use of Customer Materials supplied by the Customer infringes or misappropriates the intellectual property rights of any third party, or (iii) arising out of the performance of Services by Covaris on materials supplied by the Customer to the extent such liability results from use of or exposure to a hazardous material provided by the Customer.

## 12. Insolvency

In the event that the Customer becomes bankrupt, is unable to pay its debts in the ordinary course of business or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), Covaris shall be entitled immediately to terminate this Agreement without notice and without prejudice to any other rights of Covaris hereunder.

## 13. Force Majeure

13.1. Covaris shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, acts of terrorism, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment.

13.2. If an event of force majeure exceeds one month, Covaris may terminate this Agreement without liability.

## 14. Confidential Information

"Confidential Information" means (subject to the exceptions set forth below) the terms and conditions of this Agreement and any non-public information disclosed by Covaris to Customer hereunder. Company agrees that it will not (i) use any such Confidential Information except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (a) its employees who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) professional advisers; provided that such employees and professional advisers are bound by written agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section. Company agrees that it will not allow any unauthorized person access to Covaris' Confidential Information, and that Company will take all action reasonably necessary to protect the confidentiality of such Confidential Information. In the event that Company is required by law to make any disclosure of any of Covaris' Confidential Information, by subpoena, judicial or administrative order or otherwise, Company shall first give written notice of such requirement to Covaris, and shall permit Covaris to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Covaris in seeking to obtain such protection.

## 15. Governing Law; Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts (without reference to conflicts of law provisions thereof) and United States Federal law to the extent applicable. Any controversies or claims arising from, or relating to, this Agreement shall be adjudicated exclusively by the courts of the Commonwealth of Massachusetts or federal courts located in The Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## 16. General

16.1. Unless otherwise explicitly set forth in the Order Form or Cover Sheet, these Terms and Conditions shall take precedent in the event of any inconsistencies with the Order Form or Cover Sheet.

16.2. The Customer may not assign this Agreement, in whole or in part, without Covaris' prior written consent. Any attempt to assign this Agreement other than as permitted above will be null and void. The rights and liabilities of Covaris and Customer hereunder will bind and inure to the benefit of their respective successors and assigns.

16.3. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested or email, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail or twenty-four (24) hours after the party who provides notice receives delivery receipt confirmation. Notices will be sent to Covaris or Customer at its address and to the designee set forth on the Cover Page or such other address and designee as Covaris or Customer may specify in writing pursuant to this Section.

16.4. Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between Covaris and Customer, and Covaris will be considered an independent contractor when performing Services.

16.5. Except as explicitly set forth herein, no failure or delay by Covaris or Customer in exercising any right, power, or remedy under this Agreement shall operate as any waiver of any such right, power, or remedy.

# Covaris<sup>®</sup> FFPE DNA Extraction Service

16.6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Covaris and Customer agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

16.7. These Terms and Conditions, together with the Cover Sheet and Order Form constitute the complete and exclusive agreement between Covaris and Customer with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter.