



Quotation Ref: Reagent-00006690-1-19-2022-ver00

Quote Date: January 19, 2022  
Quote Valid Until: December 31, 2022

Dear Laurence,

Thank you for considering our cFluor® reagents for use in your next flow cytometry assay. Thanks to the full spectrum analysis and exceptional sensitivity of the Cytek® Aurora and Northern Lights, researchers like you have more options than ever before when choosing which dyes to run together in a multiparametric panel.

Our full spectrum instrumentation lends to a new way of thinking about reagents and panel design. We hope that our cFluor reagents, each of which is fully characterized across the full spectrum, offers you a diverse choice, including new alternatives that can enable more powerful flow cytometry assays.

Please find an itemized price quote on the following page. I look forward to working with you to help empower full spectrum flow cytometry. If you have any questions, please let me know.

Sales Rep name: Nasri Benzahia

Sales Rep Contact information: nbenzahia@cytekbio.com

<http://cytekbio.com/collections/reagents>





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Bill To Name	INSERM U1064-CHU Hotel Dieu	Ship To Name	INSERM U1064-CHU Hotel Dieu
Billing Address	Bâtiment Jean Monnet 30, Boulevard Jean Monnet Nantes Cedex 1 , 44093 France	Shipping Address	Bâtiment Jean Monnet 30, Boulevard Jean Monnet Nantes Cedex 1 , 44093 France
Prepared By (Name)	Nasri Benzahia	Contact Name	Laurence Delbos
Prepared By (Phone)		Phone	+33 (0)2 40 08 75 65
Prepared By (Email)	nbenzahia@cytekbio.com	Email	laurence.delbos@univ-nantes.fr
Prepared By (Fax)		Fax	

Item	Description	Product Number	Qty	List Price EUR	Net Price EUR	Ext.Price EUR
1	SpectroFlo® QC Beads 2000 Series, 2ml	B7-10001	6.00	201.00	180.90	1,085.40
2	cFluor™ YG584 Anti-Human CD4 (SK3) - 100 tests	R7-20041	1.00	387.00	348.30	348.30
3	cFluor™ R720 Anti-Human CD4 (SK3) – 25 tests	R7-20046	1.00	88.00	79.20	79.20
4	cFluor™ B548 Anti-Human CD4 (SK3) – 25 tests	R7-20044	1.00	97.00	87.30	87.30

<b>Sub-Total</b>	<b>1,600.20</b>
Shipping and Handling Estimate	20.00
<b>Grand Total</b>	<b>1,620.20</b>

- All prices in EUR
- The above instrumentation is covered by a full one-year warranty including parts, labor and travel commencing upon installation.
- The above quotation does not include any applicable sales tax.
- Shipment and invoicing is approximately ninety (90) days from the receipt of the purchase order.
- Please ensure this delivery expectation is accurate and is included on your PO to avoid order processing delay.
- For faster processing please email PO to customerserviceEMEA@cytekbio.com
- Zone Classification : Zone 1



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**General Terms & Conditions of Sale of Cytek Biosciences B.V. (Amsterdam) as deposited at the Chamber of Commerce and Industries from Amsterdam on January 1, 2020 under number 74997823**

**GENERAL TERMS AND CONDITIONS OF SALE**

These general terms and conditions of sale apply to the purchase of Products and Services by the customer ("Customer", also "you" or "your") listed on the attached "Quotation" and Cytek Biosciences Inc. ("Cytek", also "our," "we" or "us").

**1. DEFINITIONS.** "Equipment" means the instruments and the related items supplied with the instrument listed in the Quotation. "Product" means Equipment and Consumables. "Services" means the Services listed in the Quotation. "Consumables" means the reagent test kits and supply items listed in the Quotation

**2. QUOTATION.** The attached Quotation is valid if Cytek receives your purchase order referencing the Quotation number prior to the date indicated on the Quotation. Cytek may withdraw the Quotation any time before that date upon notice to you or before shipment if an event occurs that is outside the control of Cytek and makes it commercially impractical for Cytek to fulfill the order. The prices and other terms are contingent on you accepting all the terms and conditions on the Quotation without exception. Your issuance of a purchase order for any of the Products or Services referencing the Quotation number or at the prices indicated in the Quotation will be your indication to Cytek that you agree to all the terms and conditions on this Quotation without exception and it will become the entire agreement between you and Cytek for the Products and Services ordered.

**3. PRICE.** The prices you must pay for the Products and Services are as stated in the Quotation. In addition to the stated prices, you must pay for all taxes and fees imposed on the sale or use of the Products and any other governmental charges imposed on Cytek relating to the Products and all shipping and handling, freight, insurance, and other Services.

**4. SPECIFICATIONS.** Specifications in Cytek's sales literature for the Products are not guaranteed unless previously certified in writing. Cytek may, without affecting the obligations under the Quotation, make insignificant changes to the specifications of the Product from those contained in the sales literature.

**5. SPECIAL ORDER AND CUSTOM CONFIGURATIONS.** Special orders and custom configuration products are warranted only to conform at the time of delivery to the carrier, the quantity and contents stated in the quotation. There are no warranties, express or implied, that extend beyond the description of the quotation. Purchaser recognizes that Cytek has manufactured the products at the instruction and to specifications provided by Purchaser and has not independently tested the products for any characteristics other than those set forth in the quotation.

**6. COMPUTER SUPPORT AND THIRD-PARTY SOFTWARE.** Cytek will provide support for only the software and hardware required for system operation, which is referred to as the "basic flow cytometer system". Cytek does not guaranty the system will function if any additional hardware or software is used, including networking hardware and software. If the system fails to meet Cytek's specifications, then Cytek may, at its option, remove hardware and uninstall software in order to return the basic flow cytometer system to its original installed operational configuration. It is the responsibility of the customer to backup all data on the basic flow cytometer computer system. Software not developed by Cytek shall carry the warranty, if any, of the respective third-party software vendor.

**7. PAYMENT TERMS.** Terms are net 30 days from date of invoice. Cytek shall have the right to delay shipment or suspend performance under any agreement, if payment under any agreement or order between the Purchaser and Cytek is not received when due or is rescinded. If the Purchaser fails to pay any invoice when due, Cytek may also charge Purchaser a late payment charges equal to the lesser of one and one-half percent (1.5%), or the maximum permissible rate under Dutch law, per month on the outstanding balance. If you are a taxexempt agency, please submit a copy of your tax exemption certificate with your purchase order or e-mail a copy to Cytek, Attention: Finance Department at [financeEMEA@cytekbio.com](mailto:financeEMEA@cytekbio.com).



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**8. SHIPMENT; DELIVERY; ACCEPTANCE; RETURNS.** Unless expressly specified on the Quotation, all products shipped will be Carriage and Insurance Paid (Incoterms CIP), prepaid by Cytek and added to the invoice. Any taxes and duties required to complete delivery will be the responsibility of the Customer. Risk of loss with respect to all products will pass from Cytek to Customer upon delivery. Cytek will ship the Products within a reasonable time after Cytek receives your purchase order, or if the Quotation states a proposed shipment date, on or around such date. Cytek will endeavor to meet any delivery date specified in any purchase order but is not liable for failing to meet the delivery date. The products will be deemed accepted by you upon installation. You must report to Cytek, in writing, any claims for missing or defective products within 30 days from your receipt of them. Defective products will be addressed according to the warranty provisions. Product returns will be accepted at Cytek's discretion under its Returned Materials Authorization (RMA) policy and may be subject to a restocking fee.

**9. RESTOCKING FEE.** All requests to return products for reasons other than a verified performance issue will have a restocking fee of 25% of the purchase price or \$50; whichever is greater.

**10. SERVICES.** The Services include telephone technical support and, as required, parts, labor and travel for on-site service calls during Cytek's normal business hours. The Services, including its limitations and exclusions, are further described in the service description manual. You will make the Equipment available to Cytek at the agreed upon service time or pay Cytek an additional charge based on Cytek's prevailing service rates for the service call. Service fees do not include (i) moving, re-installing, de-installing or decontaminating the Equipment or (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services. If Cytek can provide remote management software, including diagnostics and other services for the Equipment, you must maintain and provide network or other Internet access to the Equipment so Cytek can remotely access the equipment. You acknowledge that Cytek retains ownership of any equipment Cytek provides for remote diagnostics and services capability.

**11. LIMITED WARRANTY AND DISCLAIMER.** Unless a special warranty is provided below, provided with the Product, or in the attached Quotation, Cytek warrants to you that (i) Products will perform in all material respects in accordance with the applicable operator manual or product labeling for the lesser of 13 months from the delivery date or 12 months from the date of installation completion (ii) Products manufactured by Cytek that by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time, which will be determined solely by Cytek, (iii) if the Product is a reagent or the like, it is warranted only to conform to the quantity and content stated on its label at the time of delivery; and (iv) Services will be performed in a workmanlike manner. If a Product defect is discovered and verified by Cytek's investigation under normal and proper use during the warranty period, Cytek will, at its option, and without charge either (i) correct by repair, during its normal business hours, or by replacement with an equivalent product the defective Product or (ii) refund the purchase price paid by you. If required by Cytek, you must ship the defective product to Cytek transportation charges prepaid, the original warranty period will be in effect on any repaired or replaced Products. If Cytek replaces any part under this warranty or as a result of any services performed, Cytek will own the replaced part. Your exclusive warranty for Services not performed in a workmanlike manner will be re-service of the applicable Equipment. If a third party manufactured product is supplied to you pursuant to the Quotation, Cytek assigns to you any rights that may exist under the warranty provided by the manufacturer, but Cytek does not warrant the performance of the third party manufactured product or provide any remedy for failure of the third-party product to perform. Your exclusive remedy is any remedy that may exist under the warranty rights passed through to you under this section. **THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ARE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS AND SERVICES. CYTEK DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO WARRANTY PERIOD SPECIFIED IN THIS SECTION.**

**12. LIMITATIONS ON WARRANTY.** You will be responsible for, and Cytek's service and warranty obligations under the Quotation will not apply to, repairs, replacements or claims resulting from (i) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (ii) repairs or relocation of the Equipment by persons other than those authorized by Cytek, (iii) replacements with parts, components and materials not supplied by Cytek, (iv) misuse,



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abuse, negligence, negligent operation of or improper storage of any Product, (v) alterations, modifications, disassembly, repair or tampering by any person other than Cytek's authorized service personnel unless repair by others is made with the written consent of Cytek; (vi) using unauthorized non-Cytek brand accessories, reagents, calibrators, consumable or supplies with the Equipment, (vii) environmental conditions outside the recommended range of the Product, such as electrical supply, temperature, or humidity, or (viii) other factors beyond Cytek's control, such as fire, explosion or flood. Representations and warranties made by any representatives, salespersons, or agents of Cytek, which are inconsistent or in conflict with or in addition to the terms of the Quotation, will not be binding upon Cytek unless reduced to writing and approved by an expressly authorized officer of Cytek.

**13. LIMITATION OF LIABILITY.** Cytek's liability will be limited to direct damages not to exceed the amount paid by the purchaser. Cytek will not be responsible for any damages resulting in delayed shipment. Any action arising out of the quotation may be brought forth up to one year after the date of the actionable cause.

**14. DEFAULT.** Any of the following events or conditions will be deemed a default under the Quotation: (i) Cytek has not received any required payment in full within 30 days after the payment is due; (ii) you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or make an assignment for the benefit of creditors; (iii) you are in default of any other agreement between you and Cytek; (iv) without Cytek's consent, you attempt to redistribute the Products; (v) you submit any credit or other information to Cytek that is untrue or misleading in any material respect or (vi) you violate any other terms and conditions of the Quotation and fail to correct the violation within 30 days after receipt of written notice from Cytek.

**15. PURCHASE ORDERS; ENTIRE AGREEMENT.** The Quotation (including these General Terms and Conditions of Sale) constitutes the entire understanding between you and Cytek with respect to its subject matter and supersedes all prior or co-existing communications and agreements regarding its subject matter and cannot be modified except by a written document (which states that it is an amendment) signed by authorized signatories of both parties. Any terms or conditions on your purchase order, order acknowledgement, or any other document relating to the Products will be without legal effect.

**16. CONFIDENTIALITY.** The information in the Quotation is confidential and proprietary. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial harm to Cytek and is prohibited.

**17. U.S. GOVERNMENT CONTRACTS.** If the Products are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number appears on your purchase order, those clauses of the applicable U.S. Government procurement regulations that are mandatorily required by law to be included in U.S. Government subcontracts are incorporated into the Quotation.

**18. FDA REQUIREMENTS.** If any Product listed is subject to regulations of FDA as a device, sale and delivery of that Product is contingent upon successful completion and processing of a 510(k) notice for that Product.

**19. DENOVO SOFTWARE USE.** THIS PRODUCT IS LIMITED TO YOUR USE FOR INTERNAL, NONCOMMERCIAL PURPOSES— YOU MAY NOT USE THE PRODUCT IN CONNECTION WITH ANY COMMERCIAL ACTIVITIES, WHICH INCLUDES (WITHOUT LIMITATION) USE OF THE PRODUCT IN CONNECTION WITH ANY SERVICES THAT YOU TO YOUR CLIENTS OR CUSTOMERS THAT YOU ARE COMPENSATED FOR REGARDLESS OF THE MANNER IN WHICH YOU ARE COMPENSATED BY THOSE CLIENTS OR CUSTOMERS. YOU MAY NOT USE THE PRODUCT TO PROVIDE SERVICES TO ANY THIRD PARTIES, OR OTHERWISE USE THE PRODUCT FOR COMMERCIAL PURPOSES.