

## Terms and Conditions of Sale Products and Services

### 1. Entire Agreement and Acceptance.

- 1.1. These Terms and Conditions of Sale **constitute the complete agreement** ("Agreement") **governing the purchase and sale of products** ("Products") **from and performance of related Services** (as hereinafter defined) **by Repligen Corporation** and its affiliates ("Repligen") to customer company ("Customer"). Notwithstanding the foregoing, any Customer purchase order confirmed by Repligen in writing that reflects the terms of an agreed upon quote provided by Repligen to Customer and does not contain any conflicting terms hereto (each, a "Confirmed Purchase Order") is incorporated herein by reference. If applicable to a Product, Repligen's corresponding end user software license provided with the Product, shall also be incorporated herein by reference. For the purposes of this Agreement, "Services" means any services provided by Repligen to Customer related to the repair, preventative maintenance, relocation, retrofit, upgrade, installation, calibration, and/or validation of the Products.
- 1.2. Repligen's offer to sell Products to and perform Services for Customer is expressly conditioned on Customer's acceptance of this Agreement. Any of the following constitutes Customer's unqualified acceptance of this Agreement: (1) written acknowledgement of this Agreement on the last page of these terms or other written acknowledgement; (2) issuance of a purchase order for any Products that is confirmed by Repligen; (3) acceptance of any shipment of Products or performance of Services; (4) payment for any Products or Services; or (5) any other act or expression, in writing, of acceptance by Customer.
- 1.3. **This Agreement prevails over any of Customer's purchase order terms or other terms and conditions of purchase provided by Customer. Confirmation of a Customer Purchase Order and/or fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.** In the event of a rejection of Customer's purchase order, Repligen will use good faith efforts to notify Customer of the rejection within ten (10) business days after receipt of Customer's purchase order. Repligen's failure to object to any provisions contained in any Customer purchase order, acknowledgement, or other document from Customer will not be construed as a waiver of this Agreement nor an acceptance of any such provisions. In the event of a conflict between a Confirmed Purchase Order and these Terms and Conditions of Sale, the Confirmed Purchase Order shall take precedence over these Terms and Conditions of Sale solely with respect to price and shipment. For the sake of clarity and notwithstanding anything to the contrary that may be set forth in Customer's purchase order, Repligen expressly rejects any Customer preferred status regarding pricing compared to other customers' pricing, including, but not limited to, requests for "most favored nation" and "competitive pricing." No variation to this Agreement shall be binding unless agreed in writing between the authorized representatives of Customer and Repligen.

### 2. Prices, Taxes, and Payment.

- 2.1. Except as may be otherwise set forth in the Confirmed Purchase Order, the price of the Products shall be in accordance with Repligen's current list prices at the date Repligen receives Customers' purchase order. Notwithstanding the foregoing, Confirmed Purchase Orders with delivery terms longer than one (1) month may be subject to adjustment, in Repligen's sole discretion. Such adjustments include, but are not limited to, Repligen's changes to pricing, quantities, shipping arrangements, or currency exchange.
- 2.2. Regardless of applicable Incoterms, any tax, duty, tariff, custom, VAT or other fee imposed by any federal, state or local government authority (each, a "Tax") will be paid by Customer and shall be in addition to the price quoted or invoiced. If Repligen is required to prepay any Tax (including any Tax prepaid by Repligen where Repligen is the importer of record in connection with the international shipment of any Product from one Repligen location to another Repligen location and any Tax paid by Repligen in connection with third-party resins acquired on Customer's behalf), Customer shall reimburse Repligen for any such prepayment. Customer shall have sole responsibility to submit a resale or tax-exempt certificate to claim any applicable exemption. If any governmental authority subsequently determines that any purchase by Customer was improperly classified as tax-exempt, Customer shall promptly pay Repligen any Tax attributable to such purchase, and shall indemnify, defend, and hold harmless Repligen against any third-party claims (including any damages, fines, penalties, late fees, costs, and expenses, including reasonable attorneys' fees and collection costs) related to such determination.

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- 2.3. Unless otherwise set forth in the Confirmed Purchase Order, payment terms are net thirty (30) days from date of invoice. All payments shall be paid in full without any deduction or set-off or counter claim. Repligen reserves the right to: (1) charge 1.5% per month (18% simple interest per annum) on amounts that are not paid when due; (2) require pre-payment terms from any Customer whose account is overdue or who has an unsatisfactory credit or payment record; and/or (3) refuse to sell to any Customer until overdue accounts are paid in full. Customer is responsible for all collections cost, including attorneys' fees, on past due accounts. Any typographical, clerical or other error or omission in any sales literature, Confirmed Purchase Order, price list, invoice or other document or information issued by Repligen, including Repligen's website, shall be subject to correction without any liability on the part of Repligen.

### 3. Orders and Shipment.

- 3.1. Acceptance of Customer proposed changes to a Confirmed Purchase Order shall be at Repligen's sole discretion. **Confirmed Purchase Orders may not be cancelled, and delivery times may not be delayed more than thirty (30) days. Products may be returned only for warranty related issues and only with the express prior written authorization of Repligen. Custom Products are not returnable.** Orders are not assignable or transferable, in whole or in part, without the express prior written consent of Repligen.
- 3.2. Repligen will use reasonable efforts to ship Products or perform Services in accordance with the requested delivery date indicated on Customer's purchase order; however, such dates are estimates only and are non-binding. Repligen shall not be liable for any losses or damages arising out of delays in delivery or performance.
- 3.3. Shipment of all Products from and within the United States will be FCA origin (Incoterms 2020). Shipment of all Products from and within Europe and the United Kingdom will be FCA Breda (Incoterms 2020). Delivery of Products to the carrier will be deemed satisfactory delivery, and title and risk of loss of Products will pass to Customer upon placement with the carrier. All shipment costs will be paid by Customer. Shipment will be by air freight unless otherwise mutually agreed. Products shipped with dry ice are subject to a handling charge, which is prepaid by Repligen and added to the invoice. Customer shall provide Customer's customs broker information to Repligen prior to shipment. In the event Customer does not have a customs broker, Repligen may, in its discretion, assist Customer with identifying a customs broker to advance clearance of the shipment through customs, but shall have no liability related to the identification of or performance by such customs brokers.
- 3.4. Unless otherwise agreed to by the parties that a "Complete Shipment" is required, Repligen may, in its sole discretion, without liability or penalty, make partial shipments of Product to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

### 4. Inspection and Site Acceptance Tests

- 4.1. **Inspection.** Customer shall inspect the Products upon receipt. Customer must notify Repligen's Customer Service Department of any discrepancies between the Products received and the Confirmed Purchase Order within five (5) business days following receipt. If Customer does not notify Repligen in writing of any discrepancy within the five-day period, the Products will be deemed accepted by Customer, subject to Customer's Warranty set forth in Section 5.
- 4.2. **Site Acceptance Tests for Certain Products.** Following installation, and when included in the Confirmed Purchase Order, Repligen will proceed with final testing using Repligen's published performance specifications and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the specifications (with any permitted variations/tolerances), Repligen may issue a Site Acceptance Test Certificate which shall be conclusive evidence of such compliance and thereupon installation of the Product shall be deemed to be complete and in compliance with Repligen's obligations under the Agreement. In any event, Customer agrees that the Product is accepted on the earlier of: (i) seven (7) days after the date on which Repligen notifies Customer that final testing was successfully completed; (ii) upon issuance of the Site Acceptance Test Certificate; or (iii) on the date Customer first uses the Equipment for operational use.

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### 5. Warranty.

5.1. Repligen warrants to Customer that (i) for a period of twelve (12) months from shipment, the Products, under normal and applicable usage and, if recommended or applicable, with regular recommended Service, will be free from defects in material and workmanship; (ii) at the time of delivery, the Products will perform substantially in accordance with the Specifications issued by Repligen for the applicable Products ("Product Warranty"). Each of the Product Warranty and Service Warranty set forth in Section 13.4 shall hereinafter be referred to as "Warranty." When allowed under the applicable law, any statutory warranties and warranty periods are hereby expressly rejected, and the terms herein shall apply. Representations, oral or written, which are in addition to or inconsistent with this Warranty or the published specifications are not binding on Repligen. This Warranty shall not cover used goods or used spare parts purchased by Customer from any party other than Repligen, Customer's failure to follow equipment operating instructions, or excessive or unsuitable use by Customer. The Warranty shall be null and void if Repligen determines, in its sole discretion, (i) that Customer has altered, misused, or failed to use reasonable care with the Products, (ii) that the issues are due to normal wear and tear; (iii) that Customer has failed to use or store Products in accordance with instructions furnished by Repligen (iv) there has been repair by any party other than Repligen, (v) a force majeure has occurred, or (vi) that Customer has used the Product for any purpose other than its intended purpose as such is indicated in Repligen documentation accompanying the Product. Repligen does not warrant third-party products or parts purchased other than through Repligen. In such an event, Customer's remedies will be solely from the third-party manufacturer or supplier. Unless expressly stated in a certificate of analysis accompanying a Product, Products are not manufactured under cGMP standards or cGMP certified.

**REPLIGEN MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO RESULTS OBTAINED THROUGH USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING BY LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

5.2. In the event of a Warranty claim related to a Product, Customer must promptly contact Repligen's Customer service team. If instructed to do so by Repligen, Customer shall return the Product to Repligen for inspection or shall destroy the Product and certify such destruction to Repligen. If Repligen determines the issue is a valid Warranty claim, then Repligen's sole obligation and Customer's sole remedy, at Repligen's sole option, will be to repair, replace, or refund via a credit on the Customer account, the Product purchase price or portion thereof. If Repligen is unable to repair or replace the Product, Repligen will credit the Customer the amount paid for the applicable Product or part, pro rata based on straight-line depreciation from shipment until the date of Warranty expiration.

5.3. Customer will be solely responsible for (i) infringement of any third-party intellectual property rights resulting from modification or use of the Products by Customer other than in accordance with this Agreement, (ii) compliance with all applicable laws and regulatory requirements, (iii) determining that the Product is suitable for Customer's purposes, and (iv) conducting all necessary testing required for applicable Customer processes. Customer agrees that each of the Products shall be used solely for its intended purposes and in accordance with applicable law. Products are not intended for use in vivo with humans or animals.

6. **Intellectual Property.** All intellectual property rights in and to the Products and Services (including any improvements made thereto before, after, or during the term of this Agreement) are, and shall at all times remain, vested in Repligen and/or its licensors. Any user license as may be granted to the Customer under this Agreement or any applicable software license shall be non-transferable and non-exclusive and shall only be used for the Customer's own internal business purposes of operating the Products. Repligen retains all other rights, title, and interest in Product software. Any such license shall terminate automatically on the earlier of (i) discontinued use by Customer of the Product, and (ii) termination or expiry of the Agreement for any reason.

### 7. Indemnification.

7.1. Repligen will defend and indemnify Customer against damages finally awarded in any legal action brought

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by a third party against Customer alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a Product, as manufactured and provided by Repligen to Customer, but always excluding use and/or combination of such Product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on Customer's failure to comply with the Agreement; (b) claims that arose based on Customer's failure to acquire any applicable additional intellectual property rights related to Customer's use of the products; (c) Products that Repligen made, assembled or labeled in reliance upon Customer's instructions, specifications, or other directions; (d) modifications made by Customer or any third party; or (e) Customer's continued use of any Product after Customer's receipt of notice of an infringement claim. If Customer notifies Repligen of an infringement claim, or if in Repligen's opinion the intended use of the Repligen Product may become the subject of an infringement claim, Repligen may take any action or no action as Repligen deems appropriate in its sole discretion, including without limitation: (1) procuring for Customer the right to continue practicing the intended use of the Product; (2) replacing or modifying any Product so that the intended use becomes non-infringing; or (3) requiring Customer to return any Product that is the subject of the infringement claim and upon return, refund to Customer the price actually paid by Customer for the returned Product, pro rata based on the period of time from receipt of the Product by Customer to return using three-year straight-line depreciation.

- 7.2. Customer shall defend, indemnify, and hold harmless Repligen and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by Repligen or such persons arising, directly or indirectly, from Customer's: (i) injury to any person or property; (ii) use of the Product in a manner or environment, or for any purpose, for which Repligen did not design it, or in violation of Repligen's written recommendations or instructions, including in a manner that infringes the intellectual property rights of any third party; or (iii) breach of any of Customer's obligations set forth in this Agreement.
- 7.3. THE FOREGOING STATES THE ENTIRE LIABILITY OF REPLIGEN, AND THE EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OR CLAIMED MISAPPROPRIATION OF ANY TRADE SECRET, BY ANY AND ALL PRODUCTS OR ANY PART THEREOF OR USE THEREOF.
8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REPLIGEN BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES SUSTAINED BY CUSTOMER UNDER THIS AGREEMENT OR FROM THE USE OF PRODUCTS INCLUDING THE SALE, INSTALLATION, USE OR INABILITY TO USE ANY PRODUCT OR REPLIGEN'S PERFORMANCE OF SERVICES, EVEN IF REPLIGEN WAS NOTIFIED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICES UNDER THE APPLICABLE PURCHASE ORDER.
9. **Insurance.** Repligen and Customer shall each maintain, at its respective cost, comprehensive general liability insurance, including premises and product liability insurance in amounts customary for Repligen or Customer's business, as applicable.
10. **Representations and Compliance.**
- 10.1. Customer and Repligen shall comply with all national and international laws and regulations applicable to this Agreement and their respective businesses. In addition to all other contractual, legal, and equitable remedies, Repligen reserves the right to stop marketing, offering to sell, selling, distributing and otherwise supplying Products if Repligen or any of its licensors reasonably believes that the Customer or any Customer affiliate or any of their respective employees or agents is not complying with any applicable law. For Customers in pharmaceutical, cosmetic and/or food industries, it is expressly understood and agreed that Customer shall be solely responsible for complying with laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws.
- 10.2. Customer acknowledges that the parties are subject to: (a) the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and



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(b) other applicable bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer hereby agrees that it will not take or permit any action that will either constitute a violation under, or cause Repligen to be in violation of, the provisions of applicable anti-corruption laws. Notwithstanding any other provision of this Agreement, if Repligen becomes aware of what it determines in good faith to be a breach of this Section 10 with regard to anti-corruption laws, Repligen is entitled to terminate this Agreement, including the Confirmed Purchase Order, and any other agreement between the parties, with immediate effect and without any liability to Customer.

10.3. Customer agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export to any countries, or release to a national of a restricted country, of any technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). Customer understands and acknowledges that certain Products are export-controlled require US export licenses to certain countries and access must be restricted to permitted users. Repligen shall not be responsible for governmental delays in the issuance of export licenses, and any such delays do not give rise to cancellation or other rights or remedies with regard to any Confirmed Purchase Order. Customer shall not to sell, resell, export, re-export or transfer any Product, software or technology provided by Repligen without Repligen's prior written consent. Customer shall not use any Product, Service, information, software and technology offered by Repligen in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof. In the event Products require approval, Repligen requires an appropriate End-User-Declaration from the end user stating the precise use of the Products and including an informative company profile.

10.4. Repligen shall comply with European General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA) and Nevada Privacy Law, when applicable. Repligen will request, process and use personal data from Customer to manage Customer's requests, claims, orders or repairs and for the continuing relationship management to Customer. For all cases involving a transfer of personal data, Repligen will ensure compliance with applicable data protection regulations. Furthermore, Repligen will transfer these data to authorities, if there is an existing legal obligation for Repligen to do so. Individuals have the right to access their data processed by Repligen and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked.

10.5. Repligen complies with EU WEEE Directive 2012/19/EU, Battery Directive 2006/66/EC and amending Battery Regulation (EU) 2023/154, and Packaging Directive 94/62/EC for products placed on the EU market. Repligen also complies with the United Kingdom Waste Electrical and Electronic Equipment Regulations 2013 and electronics regulations in certain Canadian provinces. Please refer to our website at [www.repligen.com/quality](http://www.repligen.com/quality) for details.

10.6. Repligen shall comply with Article 62 of the AGEC (French Law against Waste for a Circular Economy). The unique identifier FR043268\_05TFKC of the WEEE sector and FR043616\_06SUNP of the Battery sector, attesting to the registration in the register of producers, in application of article L.541-10-13 of the Environmental Code has been allocated by ADEME to the company Repligen Europe B.V. This identifier certifies its compliance with its obligation to register in the register of producers of WEEE and Batteries and the completion of its marketing declarations to Ecosystem for WEEE and Screlec for Batteries.

**11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions, and the parties hereby submit to the jurisdiction of the courts of the Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods will not apply. CUSTOMER AND REPLIGEN EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**12. General.** Customer may not delegate any duties nor assign any rights or claims hereunder without Repligen's prior

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written consent, and any such attempted delegation or assignment will be void. This Agreement is entered solely by and between, and may be enforced only by, Repligen and Customer and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of the Agreement. This Agreement may only be modified and any breach may only be waived in writing and signed by the parties. The waiver by either party of any provision of this Agreement will not operate as a waiver of such provision at any other time. If any provision of this Agreement is held illegal, invalid or unenforceable, such provision will be deemed revised to the maximum extent lawfully permissible, and the remainder of this Agreement will remain in full force and effect. Repligen shall not be liable or in breach for any failure or delay in performance under any purchase order to the extent the failure or delay in performance is caused by a force majeure event, i.e., an event outside its reasonable control, including, but not limited to, pandemics, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of supplies, and acts of state or governmental action prohibiting or impeding Repligen from performing its respective obligations.

### 13. **Additional Terms for Services.**

13.1. **Services.** Repligen will provide Customer a quotation detailing the required Services and cost to repair the Products prior to such Services being performed. In the event Customer requests and Repligen agrees to provide the Services or travel related to the Services, outside of Repligen's normal business hours or on Repligen holidays, Customer will be billed at one and a half (1.5) of Repligen's standard hourly rate with a minimum of eight (8) hours assessed per field service engineer ("FSE").

13.2. **Additional Charges.** Additional Service fees (charged at Repligen's then current list price) may apply for all out of Warranty calls, including, without limitation, in the following instances: (i) delays by Customer and/or unavailability of Product or equipment being repaired; (ii) an FSE ascertains there is "no fault found," meaning the Product is functionally operating in accordance with the manufacturer's documentation accompanying the system; (iii) an FSE ascertains the fault condition has been caused by a failure of a supporting system connected to the Repligen Product (including, but not limited to, electrical power supply, compressed air supply, etc.); (iv) an FSE determines damage was caused by the Customer's or a third party's negligent or willful actions or operation of the Product outside of its intended use; (v) relocation of the Product from site of original delivery site; and (vi) Services implementing upgrades to the Products that provide additional functionality.

13.3. **Installation or Technical Assistance.** When Customer purchases a Product, Repligen may provide installation, training, maintenance, repairs or other services as may be expressly agreed on by Repligen and Customer. For details, please contact Repligen Customer Service. For Products requiring installation, SAT and IQOQ, Customer shall be invoiced for such installation(s), SAT(s) and IQOQ(s) upon shipment, and Customer shall schedule the installation(s), SAT(s) and IQOQ(s) within ninety (90) days of shipment. If Repligen installs or services a Product on Customer's premises, Customer is responsible for ensuring that the workplace where the Product is to be located or serviced is safe. It is the Customer's responsibility to place the Product at the installation site, to avoid any additional manual handling.

13.4. **Warranty.** For Services, Repligen warrants Services will be performed with the customary care required in published standards for the bioprocessing equipment industry ("Service Warranty"). In the event of a Warranty claim related to Services, Customer must notify Repligen within ninety (90) days after completion of Services. If Repligen reasonably agrees that there has been a breach of the Warranty, Repligen's sole obligation, and Customer's sole remedy, will be at Repligen's option to re-perform the Services or credit the amount paid or portion thereof by Customer for the applicable Services. In the event the system is no longer under manufacturer's warranty, Customer shall be charged for replacement parts at the standard prices quoted in the current Repligen Services price list.

13.5. **Expired Terms.** In the event a Confirmed Purchase Order with Services or a Services Plan between Customer and Repligen has expired or is terminated, Customer shall be charged Repligen's standard hourly rates for labor and list price for replacement parts and any travel expenses required to provide Services.

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**13.6. Unscheduled Request for Services.** In the event Customer requests unscheduled or expedited corrective repair services, Repligen will endeavor to provide such Services within five (5) business days after being notified by Customer of the need of an unscheduled corrective repair call. Due to the urgent and typically unknown nature of the request for Services, Repligen shall not be obligated to provide Customer a quotation detailing the cost of Services prior to such service call.

- 14. Service Plans.** The following additional terms and conditions shall apply to a Service Agreement and/or Extended Warranty purchased by Customer: (i) Service Agreements are invoiced in full upon purchase of such Service Agreement, and Extended Warranties are invoiced in full upon shipment of the applicable system; (ii) Repligen will perform one (1) preventative maintenance service on-site annually for each system under the Agreement for the term of the Service Agreement set forth in the Confirmed Purchase Order; (iii) Repligen and Customer shall endeavor to consolidate such services so that as many systems as possible are serviced during an on-site visit; (iv) Repligen will perform all applicable preventative maintenance required in accordance with manufacturer's recommendations and Standard Operating Procedures; and (v) Repligen will schedule maintenance with Customer. In the event Customer cancels or reschedules less than fourteen (14) days from the date of a scheduled service visit, Repligen may, in its sole discretion, charge Customer a cancellation or rescheduling fee equal to Repligen's costs incurred due to the cancelled or rescheduled service visit.
- 15. Custom Made-to-Order and Configurable Products.** For Custom Made-to-Order Products ("CMTO"), including custom engineered systems, OPUS, Artesyn OPUS 2.5-80R Pre-packed Columns, XCell ATF Systems, Artesyn Systems, KrosFlo TFF Systems, KrosFlo TFDF Systems and Custom Affinity Ligands and Resins, Repligen's confirmation of customer purchase order will occur on mutual written agreement of product specifications, delivery schedule, and production and testing techniques. Customer may not cancel or change Confirmed Purchase Orders for CMTO Products. Repligen and Customer must agree to all production and testing techniques prior to the start of manufacturing of a CMTO product. Where Repligen manufactures CMTO Products for Customer based on instructions, specifications, or other directions provided by Customer, Repligen is not liable for the lack of sufficiency, fitness for purpose, or quality of the Products to the extent attributable to such instructions, specifications, or other directions from Customer.