



One New Hampshire Avenue
Suite 125
Portsmouth, NH 03801

STANDARD TERMS AND CONDITIONS OF SALE

1. SCOPE

The Terms and Conditions (“Terms”) contained herein shall apply to all quotations and offers made by and purchase orders accepted by Bulldog Bio, Inc. These Terms apply to all sales made by Bulldog Bio, Inc. except to the extent the Terms conflict with a Sales Agreement signed by Bulldog Bio, Inc. and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer’s order is conditioned upon Buyer’s acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of products ordered hereunder. Bulldog Bio, Inc.’s failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein.

2. PRICE, TAXES AND QUOTATIONS

Prices are subject to change on thirty days’ notice to Buyer. Notice of price change will be published on Bulldog Bio website or by written quotation. Written quotes are valid for 30 days from creation date. Any order that can be canceled or rescheduled by Buyer is subject to an immediate price change. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by Bulldog Bio Inc are those current at the date of quotation and may be changed prior to an order. All orders are subject to acceptance by Seller [including but not limited to online sales].

3. DELIVERY

Delivery shall be **FCA Seller’s facility, Danvers, Massachusetts** (Incoterms® 2020) unless otherwise agreed in writing. Bulldog Bio, Inc. may deliver products in one or more consignments and invoice each consignment separately. Bulldog Bio, Inc. reserves the right to ship products that are not subject to cancellation in advance of the agreed shipping date. Unless otherwise agreed in writing, delivery time is not of the essence. Except as specified in 6(b), Bulldog Bio, Inc. does not accept liability for any loss arising from delay in delivery of products.

4. PAYMENT TERMS

Unless otherwise agreed in writing, Payment terms are **net thirty (30) days from the date of invoice**. In the event that Bulldog Bio, Inc is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorneys fees and costs of suit.

5. NON-CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify Bulldog Bio, Inc of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify Bulldog Bio, Inc in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer’s rights under Section 7. Seller shall retain a security interest in the products until Buyer’s final payment to Bulldog Bio, Inc for the products. Risk of loss passes to Buyer upon delivery to the carrier. Title to products remains with Seller until full payment is received.

6. ORDER CANCELLATION

(a) Buyers Cancellation for Convenience: Buyer may cancel any order for convenience on the following terms: (i) For standard products, Buyer may cancel or reschedule a product without penalty if the cancellation is more than



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thirty (30) days from the Confirmed Shipping Date (as specified Bulldog Bio, Inc.'s Order Acknowledgement or other document); cancellations within 30 days of a Confirmed Shipping Date must be approved in writing by a Bulldog Bio, Inc sales manager and may be subject to special charges (ii) For nonstandard parts and custom products, Buyer may cancel or reschedule more than sixty (60) days from the Confirmed Shipping Date, except that Buyer shall accept delivery of all such products which are completed at the time of cancellation or rescheduling. Those nonstandard and/or custom products which are in the work-in-process inventory at the time of cancellation or rescheduling, shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer also shall pay promptly to Bulldog Bio, Inc. the costs of settling and paying claims arising out of the termination of work under Bulldog Bio, Inc.'s subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

(b) Buyers Cancellation for Default: Upon written notice to Bulldog Bio, Inc., any order may be canceled in whole or in part in accordance with the terms hereof, because of Bulldog Bio, Inc.'s failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default"). Cancellation by Buyer for Bulldog Bio, Inc.'s Default, which may entitle Buyer to procurement costs, shall be effective only upon Bulldog Bio, Inc.'s failure to correct such Default within a reasonable period of time, but not less than thirty (30) days after receipt by Bulldog Bio, Inc. of written notice of such Default. Upon cancellation, Buyer, as its sole remedy, may recover from Bulldog Bio, Inc. as damages the difference between cost of procurement from another source (cover) and the contract price, less expenses saved as a consequence of Bulldog Bio, Inc.'s breach. In no event shall these damages exceed ten percent (10%) of Bulldog Bio, Inc.'s product price multiplied by the number of products unconditionally (not subject to cancellation under 6(a)) ordered by Buyer which remain unshipped at the time of cancellation.

(c) Bulldog Bio, Inc.'s Cancellation: Bulldog Bio, Inc. shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be cancelled or rescheduled by Buyer pursuant to paragraph 6(a) may be cancelled or rescheduled by Bulldog Bio, Inc. if notice is given to Buyer.

7. LIMITED WARRANTY

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to Bulldog Bio, Inc.'s published specifications or other specifications accepted in writing by Bulldog Bio, Inc. for a period of at one (1) year from the date of shipment of the products unless otherwise specified on sales order. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been soldered or altered such that they are not capable of being tested under normal test conditions. Bulldog Bio, Inc. shall make the final determination as to whether its products are defective. Bulldog Bio, Inc.'s sole obligation for products failing to comply with this warranty shall be, at its option, to replace or issue credit for the nonconforming product where, during the warranty period, (i) Bulldog Bio, Inc. has received written notice of any nonconformity; (ii) after Bulldog Bio, Inc.'s written authorization, Buyer has returned the nonconforming product to Bulldog Bio, Inc.; and (iii) Bulldog Bio, Inc. has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BULLDOG BIO, INC. DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS. This warranty extends only to the original purchaser of the product and is not transferable to any subsequent purchaser or user.

8. LIMITED LIABILITY

Neither Bulldog Bio, Inc. nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, requalification, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any Bulldog Bio, Inc. product. If Bulldog Bio, Inc. has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of Bulldog Bio, Inc. to Buyer shall be



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limited in respect of any occurrence or series of occurrences to the purchase price of the affected product or service that is the subject of the contract. Products are sold for research use only and are not intended for diagnostic, therapeutic, or clinical use unless expressly stated otherwise. Buyer agrees not to use the products for any clinical, diagnostic, therapeutic, or commercial manufacturing purposes unless expressly authorized in writing.

Products may not be returned without prior written authorization from Bulldog Bio, Inc. and issuance of a Return Material Authorization (RMA) number.

Buyer is responsible for determining suitability of products for their intended use.

9. INTELLECTUAL PROPERTY

Bulldog Bio, Inc. Retains its Intellectual Property: The sale of any products hereunder does not convey any license by implication, estoppel or otherwise covering combinations of the products with other equipment data or programs. The company retains the copyright in all documents, catalogs and plans supplied to Buyer pursuant to or ancillary to the contract. Unless otherwise agreed in writing, Buyer shall obtain no interest in any mask or other tooling used in the production of any Bulldog Bio, Inc. product.

10. CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

11. FORCE MAJEURE

Bulldog Bio, Inc. shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of Bulldog Bio, Inc.. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

12. EXPORT REGULATIONS

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. The products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited.

13. NOTICES

Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to Bulldog Bio, Inc shall be to Bulldog Bio Inc., One New Hampshire Ave, Suite 125, Portsmouth, NH 03801.

14. WAIVER

Failure by Bulldog Bio, Inc d to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15. APPLICABLE LAW

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of New Hampshire, USA.