LOXEGEN HOLDINGS PTY LTD

TERMS AND CONDITIONS OF SALE

Research Use Only Products | Version 3.2 | 10 November 2026

1. Application

These Terms and Conditions apply to the sale and supply of research products by Loxegen Holdings Pty Ltd (Loxegen), unless otherwise agreed in writing.

By placing an order directly with Loxegen, the purchaser accepts these Terms and Conditions.

2. Research Use Only

All products are supplied for research use only (RUO).

Products are not approved for human or veterinary therapeutic use, clinical administration, diagnosis or any other regulated application requiring approval.

Purchasers are responsible for ensuring that their use of the products complies with applicable laws, institutional requirements and laboratory safety procedures.

3. Orders and Pricing

Orders are subject to acceptance by Loxegen.

Prices are as quoted or displayed at the time of ordering, exclusive of applicable taxes and shipping charges unless otherwise stated.

Payment terms will be specified at checkout or on the relevant invoice.

Loxegen may change published prices and product availability without affecting orders already accepted.

4. Shipping, Storage and Handling

Products will be shipped using packaging and transport conditions considered appropriate by Loxegen.

Purchasers must follow the storage, handling and application instructions supplied with each product.

Loxegen is not responsible for deterioration or loss of performance resulting from improper storage, handling or use after delivery, except to the extent required by law.

Risk of loss or damage passes to the purchaser upon delivery.

5. Product Performance

Loxegen's products are experimental research reagents. Performance may vary with cell type, cargo, concentration, culture conditions and experimental methodology.

No particular transfection efficiency, biological outcome or suitability for a specific application is guaranteed.

Purchasers should conduct appropriate dose optimisation and experimental validation.

6. Product Issues and Returns

Purchasers should notify Loxegen promptly of any suspected product defect, shipping damage or discrepancy.

Loxegen will investigate reasonable claims and, where appropriate, offer replacement, refund or another remedy.

Returns of biological research materials require prior written authorisation.

Nothing in these Terms excludes or limits any rights or remedies that cannot lawfully be excluded or limited.

7. Intellectual Property

All intellectual property relating to Loxegen's proprietary particle formulations, manufacturing processes, technologies, product documentation and know-how remains the property of Loxegen or its licensors.

Purchase of a product grants the purchaser the right to use that product for lawful internal research purposes.

No ownership of Loxegen's underlying intellectual property, or licence to manufacture or commercially reproduce its proprietary particle formulations, is granted by the purchase.

Purchasers must not reverse engineer, deconstruct or reproduce Loxegen's proprietary formulations for the purpose of discovering or replicating their composition or manufacturing methods, except to the extent permitted by applicable law or expressly authorised in writing by Loxegen.

8. Experimental Data

Purchasers retain ownership of experimental data and results they independently generate through their authorised use of Loxegen products.

Purchase of a product does not automatically grant Loxegen ownership of, or commercial rights to, a purchaser's experimental data.

Equally, the purchaser receives no rights to Loxegen's proprietary datasets, formulation information or unpublished research beyond those expressly supplied or licensed.

Any joint research, commissioned datasets, data licensing, resale rights, exclusivity or revenue-sharing arrangements will be governed by a separate written agreement.

9. Customer-Supplied Materials and Custom Formulations

Loxegen may agree to formulate nucleic acids or other materials supplied by a customer.

Such services are subject to a separate written agreement addressing material ownership, quality requirements, handling, confidentiality, intellectual property and allocation of risk.

Acceptance of customer-supplied materials is at Loxegen's discretion.

10. Confidentiality

Each party must respect the other party's confidential information disclosed in connection with a commercial or research arrangement and identified as confidential, or reasonably understood to be confidential.

Confidential information must not be disclosed or used outside the purposes for which it was provided without authorisation, except where required by law or otherwise permitted by an applicable agreement.

11. Warranties and Liability

To the extent permitted by law, Loxegen excludes warranties not expressly stated in these Terms and does not guarantee the success of any particular experiment or research programme.

Loxegen is not liable for indirect or consequential losses, including lost research opportunities or anticipated profits, to the extent permitted by law.

Where liability may lawfully be limited, Loxegen's liability is limited to the remedies permitted under applicable law, including replacement, resupply or refund where appropriate.

Nothing in these Terms restricts rights under the Australian Consumer Law or other applicable legislation that cannot lawfully be excluded or limited.

12. Distributors

Products supplied through an authorised distributor may be subject to the distributor's applicable ordering, payment, delivery and returns conditions.

Any separate restrictions on product use or intellectual property must be validly incorporated into the relevant purchase or supply agreement.

Separate written OEM, distribution or supply agreements prevail over these Terms to the extent of any inconsistency.

13. General

These Terms are governed by the laws of Victoria, Australia, subject to applicable mandatory laws.

Any amendment to an accepted order must be agreed by the parties. Updated Terms will apply to subsequent orders where properly notified and accepted.

If any provision is unenforceable, the remaining provisions continue to apply to the extent permitted by law.

Loxegen Holdings Pty Ltd | Melbourne, Victoria, Australia | www.loxegen.net