



TERMS AND CONDITIONS OF SALE

Elephas Biosciences Corporation

Effective: June 2026

These Terms and Conditions of Sale ("Agreement") govern the purchase and use of elive© Gel (the "Product"), sold by Elephas Biosciences Corporation, a Wisconsin corporation ("Elephas"). By placing an order for the Product, the purchasing entity ("Buyer") agrees to be bound by this Agreement.

1. Product Description

elive© Gel is a proprietary UV-polymerizable hydrogel designed for the encapsulation of live tumor fragments (LTFs) during ex vivo culture. The Product's shelf life is eighteen (18) months from the date of manufacture, is shipped under cold chain conditions, and it must be transferred immediately to a -80°C freezer upon receipt.

Intended Use: The Product is sold exclusively for research use only (RUO). It is not intended for use in diagnostic procedures, clinical decision-making, therapeutic applications, or any in vivo use.

Standalone purchase of elive© Gel does not include access to the Elephas Live© Platform, Elephas Live© Edge instrument, Elephas Live© Method protocols, or any associated clinical study or data services, unless separately agreed to in writing.

2. Orders and Acceptance

All orders are subject to acceptance by Elephas. Elephas will acknowledge receipt of a purchase order within two (2) business days and reserves the right to decline any order at its sole discretion. An order is deemed accepted upon written confirmation or shipment, whichever occurs first. In the event of any conflict between the terms of a Buyer purchase order and this Agreement, this Agreement shall prevail.

3. Price and Payment

Prices are in U.S. Dollars as set forth in the applicable Elephas quote or order confirmation. Payment is due within thirty (30) days of invoice date. All fees are non-refundable except for as provided in Section 9 (Limited Warranty).



Elephas reserves the right to modify prices with thirty (30) days' advance notice for future orders.

Late payments accrue interest at 1.5% per month (or the maximum rate permitted by law). If it shall become necessary for Elephas to employ attorneys to collect any overdue undisputed amount which is due to Elephas from Buyer, Buyer shall be liable for the costs of collection, including court costs and reasonable attorney's fees, in addition to the overdue amount plus interest thereon.

Buyer is responsible for all applicable taxes, duties, and fees. Buyer shall provide a valid tax-exemption certificate prior to invoicing where applicable.

4. Shipping, Delivery, and Receiving

Buyer is responsible for all related shipping and customs costs. Buyer must notify Elephas in writing of any damage, shortage, or discrepancy within forty-eight (48) hours of receipt of Product for consideration of remedy or refund. Failure to provide timely notice constitutes acceptance of the shipment. Elephas shall not be liable for delays caused by carriers, customs, or circumstances beyond its reasonable control.

Elephas will use commercially reasonable efforts to meet estimated delivery dates but does not guarantee delivery on any specific date. Elephas shall not be liable for delays caused by carriers, customs, force majeure, or other circumstances beyond its reasonable control.

5. Limited Use License

Elephas grants Buyer a limited, non-exclusive, non-transferable license to use the Product solely for Buyer's internal research purposes at Buyer's facility ("Permitted Use"). Buyer shall NOT:

- Use the Product for any diagnostic, clinical, therapeutic, or in vivo purpose;
- Reverse engineer, analyze, or otherwise attempt to determine the composition or manufacturing process of the Product;
- Resell, transfer, sublicense, or otherwise distribute the Product or any derivatives thereof to any third party without prior written consent from Elephas;
- Use the Product to develop or manufacture any product for commercial sale without a separate written license agreement with Elephas;



6. Regulatory Compliance and Buyer Responsibilities

Buyer represents and warrants that the Product is labeled "For Research Use Only" and is not approved, cleared, or authorized by the U.S. Food and Drug Administration (FDA) or any other regulatory authority for use in diagnostic procedures or clinical care.

Recalls: Elephas shall promptly notify Buyer of any recall, market withdrawal, or safety alert relating to the Product. Buyer shall promptly notify Elephas of any such communications received from a regulatory authority in Buyer's jurisdiction.

7. Storage, Handling, and Expiration

Buyer is responsible for storing and handling the Product per Elephas' written instructions. Improper storage or handling that results in Product degradation voids any applicable warranty. Buyer shall not use the Product after its labeled expiration date. Elephas makes no representations regarding Product performance beyond its labeled shelf life.

8. Intellectual Property

The Product and all associated intellectual property rights are and shall remain the exclusive property of Elephas. This Agreement does not transfer any IP rights to Buyer. Buyer shall not use any Elephas trademark or logo without prior written consent. Any publication or presentation arising from use of the Product shall acknowledge Elephas Biosciences Corporation as the source of elive© Gel.

9. Confidentiality

Buyer agrees to hold all non-public proprietary information disclosed by Elephas ("Confidential Information"), including but not limited to the Product's composition, specifications, formulation, and pricing, in strict confidence for the term of this Agreement and ten (10) years thereafter (with no expiration for trade secrets). Buyer shall not disclose Confidential Information to third parties without prior written consent and shall restrict access to those with a need to know. Standard exceptions apply for information that is publicly available, was previously known to Buyer, or is independently developed.



10. Limited Warranty

Elephas warrants that, at the time of shipment, the Product will conform to its published specifications, be free from defects in materials and workmanship, and have been manufactured in compliance with applicable laws and Elephas' quality control procedures. Buyer must notify Elephas in writing of any warranty claim within thirty (30) days of delivery. Buyer's sole remedy for a valid warranty claim is replacement of the non-conforming Product.

DISCLAIMER: EXCEPT AS SET FORTH HEREIN, ELEPHAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE PRODUCT IS PROVIDED "AS IS" FOR RESEARCH USE ONLY.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ELEPHAS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR USE OF THE PRODUCT. ELEPHAS' TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM.

This limitation does not apply to breaches of Section 9 (Confidentiality) or damages arising from gross negligence or willful misconduct.

12. Indemnification

By Buyer: Buyer shall indemnify and hold harmless Elephas from third-party claims arising from Buyer's breach of this Agreement, use of the Product outside the Permitted Use, violation of applicable law, or Buyer's gross negligence or willful misconduct.

By Elephas: Elephas shall indemnify Buyer from claims arising from Elephas' material breach of this Agreement, Elephas' gross negligence or willful misconduct in manufacture, or infringement of any issued patent by the Product when used in accordance with its specifications. The indemnifying party shall have the right to control the defense of any covered claim.

Questions?

For questions regarding these Terms and Conditions or to request a copy of the Product's technical documentation, please contact Elephas Biosciences Corporation at info@elephas.com or visit www.elephas.com.

