

## Disclaimer Agreement

Filgen ("Company") requires Client's agreement to this Disclaimer Agreement ("Agreement") to offer its analysis services. Client shall agree to Company's disclaimer of liability by signing the signature section of this Agreement after carefully reading and understanding the disclaimers. Company's analysis services are provided for research purposes, and not for other purposes including: (i) medical care or diagnosis for human or other animals or; (ii) production or quality control of food or pharmaceutical products.

1. Company will treat Client's samples (including electronic data, collectively called "Sample(s)" hereinafter) with sufficient care, but Company has no liability for any loss of part/all of Samples or incomplete analysis services due to the events beyond Company's control, including but not limited to, act of God, pandemics, strikes, wars, problems or accidents occurring during Sample transportation.
2. Company may be unable to complete analysis due to insufficient quantity, quality or condition of analytes (e.g., DNA, RNA, protein, other biological or chemical materials) in the Samples, and Company shall not be liable for any loss or damage incurred by Client in connection with those insufficient Samples.
3. Company or its outsourcing partner conducts the quality check (e.g., QC or other assessment) of the Samples before analysis. This quality check determines the final quality of the Samples, and its result supersedes any assessment performed by Client.
4. Company is unable to accept any cancellation of the services after receiving the order due to the nature of arrangement of materials, management of analysis processes, or transportation to Company's outsourcing partner (if applicable). If Client is forced to cancel the services, Company will acquire a right to charge Client for all costs incurred by Company.
5. Company shall not be reliable for any discrepancy between the results successfully produced by Company or its outsourcing partner and the Client's expectations.
6. If Company causes any loss or damage incurred by Client due to Company's negligence or willful misconduct, Company shall either reanalyze the Sample re-prepared by Client or refund up to the amount paid by Client. This reanalysis or refund is the sole warranty provided by Company, and Company has no further liability to provide further remedy or warranty.

A copy of this Agreement signed by Client (including its electronic form such as PDF) shall be deemed equivalent to the original.

Client acknowledges and agrees to this Disclaimer Agreement.

***\*Please sign the signature section (next page).***

**[Client]**

By : \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Please email the signed-Disclaimer Agreement and completed QC sheet to our contact address or our representative, and also include each hard copy in your sample package when shipping.

**[Contact]**

Analysis Service Dept. Filgen, Inc.

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