



**Standard Terms and Conditions of Sales**  
**(US Catalog & Panels)**

1. **Acceptance.** All sales and transfer of materials as set forth in the quote and/or invoice attached hereto (“Materials”) between Codexis, Inc. and/or its affiliates (“Seller”) and buyer (“Buyer”) are subject to and expressly conditioned upon the terms and conditions contained herein (these “Standard Terms and Conditions”), except to the extent varied by express agreement accepted in writing and signed by the parties and referencing the amendment of these Standard Terms and Conditions. By accepting the Materials, Buyer expressly agrees to all of the terms and conditions set forth in these Standard Terms and Conditions, and acknowledges and agrees that the transfer of the Materials to Buyer is expressly conditioned upon such acceptance and shall be solely governed by the terms and conditions set forth in these Standard Terms and Conditions. Notwithstanding the foregoing, to the extent Seller and Buyer have executed a separate written agreement (excluding any Buyer-issued purchase order or similar document) to govern the provision of the Materials (a “Written Agreement”), the terms of the Written Agreement shall take precedence followed by these Standard Terms & Conditions. In the event of a conflict between the Written Agreement and these Standard Terms & Conditions, the Written Agreement shall govern. The Buyer fully acknowledges and agrees that the terms and conditions of any Buyer-issued purchase order or similar document are hereby null and void. In the event that Seller signs and returns an acknowledgement copy of a Buyer-issued purchase order or similar document or confirms Seller’s acceptance of Buyer’s purchase order or similar document via email, the parties expressly agree that Seller’s signature thereon is being provided solely as an accommodation to Buyer for Buyer’s internal purposes, and does not signify Seller’s agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in these Standard Terms and Conditions. If these Standard Terms and Conditions are considered an offer or part of an offer, acceptance is expressly limited to these Standard Terms and Conditions.

2. **Price.** Seller’s prices for Materials are quoted in U.S. dollars unless otherwise stated under the terms of Seller’s written quotation.

3. **Orders.** Any acceptance of a quotation in writing from Buyer shall be deemed to be a firm order (“Order”) for a period of three (3) weeks after the date of such Order. Any Order placed by Buyer shall not be regarded as accepted by Seller unless and until such Order has been confirmed as accepted by Seller in writing. For all Orders submitted through Seller’s eCommerce site at <http://www.codexissales.com>, Buyer acknowledges that Seller will only ship Materials to addresses in North America or Europe, and Seller reserves the right to reject any Order for any reason in its sole discretion, including without limitation if the Order involves a shipping address outside of North America or Europe. Notwithstanding any other provision of these Standard Terms and Conditions, Seller reserves the right to increase the price of the Materials to reflect any increase in Seller’s costs which is due to any factor beyond the control of Seller (e.g., a significant increase in the cost of materials, etc.). In the event that such a price change occurs after an Order has been accepted in writing by Seller, Seller will provide to Buyer on request appropriate evidence regarding the justification for such a price change. Buyer may cancel the Order upon written notice to Seller if the price is increased by more than ten percent (10%), in accordance with the terms of Section 4.

4. **Changes, Cancellations.** Accepted Orders and these Standard Terms & Conditions may only be changed or amended by mutual agreement of the parties in a signed writing in accordance with Section 18 setting forth such changes or amendments and the effect, if any, of such changes or amendments on the price and time of delivery. Buyer may not cancel an Order accepted by Seller unless such cancellation is expressly agreed to in writing by Seller in accordance with Section 18. In the event of cancellation, Seller will advise Buyer of the total charge for such cancellation, and Buyer shall pay such charges, including, without limitation, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from such cancellation of such Order. In the event of any dispute

with respect to any such costs, certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto. In the event that Seller has used commercially reasonable efforts to fulfill an Order that has been previously accepted but is unable to do so, Seller may cancel any such Orders upon written notice to Buyer as soon as practicable.

5. Delivery and Risk of Loss.

(a) Catalog sales. Except as otherwise agreed upon in a Written Agreement, all sales of the Materials through Seller's catalog shall be FCA Origin (Incoterms 2000), Prepaid & Add, provided that (i) Buyer agrees that the Materials shall be deemed delivered and accepted upon shipment; however, such acceptance shall not limit the right of Buyer to notify Seller of claim for credit or return of Materials in accordance with Section 9; and (ii) at the discretion of the Seller, the cost for shipping and handling will either be included on the invoice for the Materials shipped or the Seller shall provide to Buyer an invoice for shipping and handling charges separately, which Buyer shall pay in accordance with Section 7. Regardless of whether Seller or Buyer shall pay for or contact the shipping company, Buyer shall be responsible for compliance with all State, Federal or Foreign laws and regulations that may apply to the export, import, transport, storage, use, or handling of the Materials. If imported into any country, Buyer shall be the importer of record for the shipment.

(b) Other sales. Except as otherwise agreed upon in a Written Agreement, all other sales of the Materials shall be EXW (Incoterms 2000), at Seller's facility, provided that (i) in the event Seller incurs any packaging, transportation and/or insurance costs and/or taxes, Seller shall invoice to Buyer any and all such costs; and (ii) delivery of the Materials to the carrier at Seller's facility shall constitute delivery to Buyer, and Buyer shall bear all risk of loss or damage in transit therefrom. Regardless of whether Seller or Buyer shall pay for or contact the shipping company, Buyer shall be responsible for compliance with all State, Federal or Foreign laws and regulations that may apply to the export, import, transport, storage, use, or handling of the Materials. If imported into any country, Buyer shall be the importer of record for the shipment.

(c) Any insurance with respect to the Materials against damages or loss during shipment, including transportation and fire damages, will be provided upon the request of, and at the sole expense of, Buyer. Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, with all such installments to be separately invoiced and paid for in accordance with Section 7, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries, unless such obligations are changed in accordance with Section 4.

6. Taxes. Buyer shall pay any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer; or, in lieu of such payments, Buyer may provide Seller with an exemption certificate or other written evidence that all such payments have been made in full to the proper authorities. In the event Seller is required to pay any such tax, fee or charge, Buyer shall promptly reimburse Seller.

7. Payment. Upon Seller's shipment of an Order from Buyer, Seller shall send an invoice, or partial invoice (as applicable), for such Order to Buyer. Shipping and handling charges shall be invoiced in accordance with Section 5. Buyer shall pay Seller any amounts invoiced within thirty (30) days of the date of such invoice, unless otherwise agreed between the parties in writing. Any such amounts remaining unpaid after such due date will incur interest at a rate equal to the lesser of either the prime rate as published in The Wall Street Journal, Western U.S. Edition, on the last business day preceding the due date plus two percent (2%) or the maximum rate permissible under applicable law. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any Order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel any Order, or sell any undelivered Materials on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer shall pay the balance then due to Seller on demand. Buyer shall pay all costs, including, without limitation, reasonable attorneys' and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

8. Allocation of Materials. If Seller is unable to provide the entire quantity of Materials ordered by Buyer, Seller shall have the right to allocate its supply among Buyer and other buyers without any liability for breach of these Standard Terms and Conditions. In the event of such allocation, any payments due pursuant to Section 7 shall be pro rated in accordance with the quantity of Material delivered to Buyer.

9. Returns. Buyer shall notify Seller within ten (10) days of receipt of Materials, in writing, of any claim for credit or return of Materials. A return authorization must be obtained from Seller for all such returns. Items must be returned or destroyed (and Buyer shall provide written certification of such destruction to Seller) within ten (10) days of receiving a return authorization. Seller's sole obligation shall be, in its sole discretion, to replace such Materials without charge or credit the purchase price of such Materials. Any returned Materials may be subject to a twenty percent (20%) restocking charge, plus any shipping, handling and packaging costs. Materials must be returned in the same or equivalent packaging as originally dispatched by Seller and in strict compliance with Seller's return shipment instructions. If Seller does not receive any notice within such ten (10) day period, the Materials will be deemed to be finally accepted by Buyer.

10. Permitted Use of Materials; Restrictions; Compliance with Laws. Buyer shall use the Materials solely for laboratory research and development purposes (the "Permitted Use") and shall not use the Materials for any other purpose, including, without limitation, in humans, foods or beverages, drugs, medical devices, cosmetics, any diagnostic purpose, or any commercial purpose, including, without limitation, resale of Materials. Notwithstanding the previous sentence, in the case of purchases of Materials from a Codexis catalog, commercial and/or evaluation purposes are permitted. Furthermore, Buyer shall not, nor permit third parties to, without the prior written consent of Seller, (a) extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine, or attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine, the biological, chemical or physical structure or composition of any Materials; (b) alter, modify or otherwise create any derivative works of any Materials; or (c) provide the Materials to any third party. Notwithstanding the previous sentence, in the case of purchase of Materials from a Codexis catalog, but excluding any panels, Buyer may provide the Materials to third parties. Buyer shall comply with any and all laws, regulations and rules applicable to the Materials, including, without limitation and to the extent applicable, the Toxic Substances Control Act, and any and all instructions for use as provided by Seller in writing.

11. Intellectual Property. Except as expressly set forth in these Standard Terms and Conditions, nothing in these Standard Terms and Conditions shall be deemed to grant or assign to Buyer any rights under any patents, patent applications, trade secrets, trademarks, copyrights or other proprietary intellectual property rights of Seller. Buyer agrees that it will not apply for any intellectual property rights, including, without limitation, patent rights related to the Materials (except for process patents related to non-proprietary Materials purchased through Seller's catalog). Should Buyer obtain any such intellectual property rights in violation of these Standard Terms and Conditions, in addition to and not limiting any other remedies available to Seller, Buyer shall assign, and hereby does assign, to Seller and its affiliates all of its right, title and interest in, to and under any such intellectual property rights.

12. Patent Disclaimer. Seller does not warrant that the use or sale of the Materials will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

13. Biological and/or Chemical Properties. Buyer acknowledges and agrees that the Materials may have biological and/or chemical properties that are unpredictable and unknown at the time of transfer, that they are to be used with caution and prudence, and are not to be used for testing in or treatment of humans, consumed by humans, or any purpose other than the Permitted Use, and are not for household use.

14. Disclaimer of Warranty. SELLER AND/OR ITS AFFILIATES ARE PROVIDING THE MATERIALS "AS IS," WITH NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.

15. Indemnification. Buyer shall indemnify, defend and hold Seller and its affiliates, agents, employees, officers and directors harmless from and against any and all liability, damage, loss, cost or expense (including, without limitation, attorneys' fees) arising out of third-party claims or suits (including fines, penalties, duties, taxes, or any other charges imposed or assessed by any state, federal, foreign or other government) related to the export, import, transport, storage, use, or handling of the Materials by or on behalf of Buyer or any breach by Buyer of these Standard Terms and Conditions. Buyer shall maintain insurance coverage sufficient to cover its obligations under these Standard Terms and Conditions, including, without limitation, its obligations under this Section 15.

16. Limit of Liability. Seller's liability to Buyer shall not exceed the amount (if any) received by Seller in exchange for the Materials. For the avoidance of doubt, if Seller has not received any cash consideration from Buyer in exchange for the Materials, then Seller shall have no monetary liability under these Standard Terms and Conditions. IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE TO BUYER OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, EVEN IF A REPRESENTATIVE OF SELLER OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Entire Agreement. These Standard Terms and Conditions, together with any Written Agreement(s), constitute and contain the entire understanding and agreement of Seller and Buyer with respect to the subject matter hereof. These Standard Terms & Conditions and any Written Agreement(s) cancel and supersede (a) any and all prior and contemporaneous oral negotiations, understandings and agreements between the parties, and (b) any purchase order or similar document issued by Buyer to Seller, regarding such subject matter. In the event these Standard Terms and Conditions, together with any Written Agreements, is subject to contract interpretation, UCC §2-207 and the knock-out rule shall not apply and Buyer shall be deemed to have assented to such waiver of UCC §2-207 upon acceptance of the Materials. The Section headings herein are for convenience only; they form no part of these Standard Terms and Conditions and shall not affect their interpretation.

18. Amendment. No waiver, modification or amendment of any provision of these Standard Terms and Conditions will be valid or effective unless made in writing and executed by the duly authorized representatives of both parties.

19. Governing Law: Dispute Resolution. These Standard Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of California, USA applicable to contracts entered into and to be performed wholly within the State of California, excluding conflict of laws principles. Any dispute between the parties arising from or related to these Standard Terms and Conditions shall be heard in the United States District Court for the Northern District of California or the Superior Court for the County of Santa Clara, California. The parties hereby consent to the jurisdiction and venue of such courts for such purposes.

20. Waiver. A waiver by any party of any of the terms and conditions of these Standard Terms and Conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in these Standard Terms and Conditions will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

21. Severability. When possible, each provision of these Standard Terms and Conditions will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Standard Terms and Conditions is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of these Standard Terms and Conditions. The parties will make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.

22. Construction. Ambiguities, if any, in these Standard Terms and Conditions shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision. Any

applicable law that would require interpretation of any claimed ambiguities in these Standard Terms and Conditions against the party that drafted it has no application and is expressly waived.

23. **Force Majeure.** Except for the payment of money, neither party shall be liable to the other for failure or delay in the performance of any of its obligations under these Standard Terms and Conditions for the time and to the extent such failure or delay is caused by actions beyond the reasonable control of the respective party, including earthquake, riot, civil commotion, war, terrorist acts, strike, flood, or governmental acts. The party affected by such force majeure will provide the other party with details thereof as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities), and will use commercially reasonable efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable.

24. **Regulations; Laws.** Buyer understands that the Materials may be subject to regulation by laws and regulations of individual states of the United States and of other countries which may control export, importation or diversion of certain products or services to certain countries and individuals. These laws or regulations may also control the required procedures for the export, import, transport, storage, use, or handling of the Materials. Buyer shall comply in all respects with all such export, re-export, and/or import restrictions. Buyer's obligation to indemnify, defend and hold harmless as set forth in Section 15 applies to all legal and regulatory compliance obligations that may apply to the Materials. If the Materials are imported into any country, Buyer shall be the importer of record for the shipment.

25. **Additional Policies.** For all Orders submitted through Seller's eCommerce site at <http://www.codexissales.com>, Seller's current Privacy Policy and Return Policy apply. Seller's current Privacy Policy is located at <http://codexissales.com/privacy-policy.aspx> and is incorporated into these Standard Terms and Conditions by this reference, and Seller's current Return Policy is located at <http://codexissales.com/return-policy.aspx> and is incorporated into these Standard Terms and Conditions by this reference.

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