



TRANSGENOMIC®
the power of discovery

Transgenomic Sales Terms and Conditions Laboratory Services

Terms and Conditions

All prices for Services quoted are Net Forty-Five (45) days from the date the results of the Services are reported to Customer. Prices are payable in US Dollars and are exclusive of VAT, and/or applicable sales taxes. Transgenomic shall, to the extent practicable, follow Customer's specific requests for analysis. Any amounts unpaid after (45) days shall be subject to an interest charge of 1 ½% per month, or the applicable state maximum monthly charge if this is less.

Unless otherwise indicated, the performance characteristics of the Services have been validated by Transgenomic. The U.S. Food and Drug Administration (FDA) has not approved or cleared the Services offered by Transgenomic, unless otherwise specified on the reporting form. The results of such tests are not intended to be used as the sole means for clinical diagnosis or patient management decisions. Transgenomic is authorized under Clinical Laboratory Improvement Act (CLIA) to perform high-complexity testing.

Warranty Terms

Transgenomic warrants the Services shall be performed in conformance with Transgenomic's specifications at the time the Services results are reported. Subject to verification by Transgenomic and depending on availability of sufficient sample, Transgenomic's entire liability and Customer's exclusive remedy shall be, at Transgenomic's sole discretion, re-performance of the defective Services.

Limitations to Warranty

This warranty does not cover improper sample collection methods and handling by Customer. This warranty does not cover any use of the Service result which is contrary to recommended use of the Services. Except as otherwise expressly provided in these terms Transgenomic makes no other warranties whether express or implied to Customer.

By placing their order, Customer represents and warrants that they and their employees and agents shall comply with all applicable laws, ordinances, regulations and codes and shall indemnify and hold harmless Transgenomic from any claims, rights or causes of action related thereto, or to Customer's failure to act in accord with these terms and warranties. Any samples or specimens which constitute biohazards shall be clearly marked before shipment to Transgenomic.

By placing their order, Customer represents and warrants that any and all samples and specimens have been collected, stored and transported in accordance with all applicable laws, ordinances, regulations, rules or codes, including, but not limited to informed consent laws, the Clinical Laboratory Improvement Amendments and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder. Customer represents and warrants that Customer is permitted to transfer to Laboratory the specimens and other materials for the purposes contemplated by this Agreement, without infringing the rights of any third party. Samples provided according to CLIA regulations will be destroyed unless permission for genetic research has been given.

Each of the parties represents and warrants to the other that it will comply with all applicable laws and rules, including, but not limited to, the federal Physician Self-referral law (42 U.S.C. 1395nn), similar state physician self-referral laws and regulations, the federal Medicare/Medicaid Anti-kickback law and similar state anti-kickback laws and regulations, HIPAA, and regulations promulgated under any of these laws. Obligations to keep confidential patient data shall survive any termination of Transgenomic's relationship with Customer.



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Customer agrees to provide all reasonable billing information necessary for Transgenomic to collect from third party payers. If Customer is a Hospital as defined in 42 U.S.C. 1395x(w), and related laws, regulations, program manuals and definitions including the Hospital Manual (Pub. 10 Sections 210, 230.1, 400.D) and the Intermediary Manual (HIM-13, Part 3, Chapter 7, Sections 3610, 3626 and 3628.D), the following provisions shall apply. Hospital shall be responsible for determining if a patient is an "Inpatient", an "Outpatient", or a "Non-patient". Hospital shall be responsible for billing all "Inpatients". Transgenomic shall bill Medicare for "Non-patients" and Medicaid or other insurer for "Outpatients" only. In such cases, Transgenomic shall bill Medicare, Medicaid or Commercial insurers only if, at the time services are ordered, all billing information necessary to file the claim and receive payment is provided by Hospital, and if such information is not timely provided, Hospital shall remain liable and shall be billed directly for all services provided. Hospital shall hold Transgenomic harmless if any action is filed relating to claims filed by Transgenomic to any third party private, federal or state payer.

Unless otherwise specified in writing, each party shall own all right, title and interest in and to any equipment, software, information, data, programming codes, information and other materials supplied for use in performing the Services which were owned by that party prior to the date that any Service is ordered. Each party hereby grants to the other a worldwide, perpetual, non-exclusive, royalty-free license, without limitation, to publish, reproduce, distribute and develop any data and other information produced in connection with or as a result of performing the Services. Any inventions conceived in the performance of the Services shall be the property of the respective inventors thereof and their assigns in interest in accord with the provisions of 35 U.S.C. et. seq. To the best of its information and belief, Transgenomic has the necessary intellectual property rights to perform the Services. Please contact the Transgenomic Law Department at 12325 Emmet Street, Omaha, NE 68164 with any specific questions.

Transgenomic reserves the right to alter these terms and conditions at any time and without notice to Customer. Any variance of these terms is not valid unless it is in writing and signed by an officer or other authorized representative of Transgenomic. If you have questions regarding your warranty coverage, please contact Transgenomic Laboratories.