

1. Performance of Services

Aurora Biolabs (“Company”) provides scientific, analytical, and laboratory services (“Services”) to its clients (“Client”) for research and development purposes. The Company will perform all Services using commercially reasonable efforts and in accordance with the specifications outlined in the applicable quotation, proposal, or service agreement (the “Order”).

2. Deliverables and Intellectual Property

2.1 Deliverables

“Deliverables” refer to any reports, data, results, or documentation generated from the Services, whether in written, digital, or other formats. Upon full payment, Client shall own all Deliverables.

2.2 Client Materials

Client retains ownership of all materials, data, and information supplied to Aurora Biolabs (“Client Materials”). Client grants Aurora Biolabs a limited, non-exclusive right to use such materials solely for the purpose of performing the Services.

2.3 Client-Derived Intellectual Property

Client retains ownership of any intellectual property developed independently by Client through use of the Deliverables (“Client-Derived IP”).

2.4 Company Intellectual Property

Except for Deliverables, Aurora Biolabs retains all rights, title, and interest in its proprietary methods, processes, technologies, and any improvements, developments, or discoveries made during the course of performing the Services.

3. Fees and Payment Terms

- Fees shall be invoiced in accordance with the applicable quotation or Order.
- Payment is due within thirty (30) days from the invoice date unless otherwise agreed in writing.
- Late payments may incur a service charge of 1.5% per month or the maximum rate permitted by law.
- Client is responsible for all applicable taxes, duties, or governmental charges related to the Services, unless a valid exemption certificate is provided.
- Quotations are valid for sixty (60) days unless otherwise specified and are subject to change thereafter.

4. Warranty and Limitation of Liability

4.1 Limited Warranty

Aurora Biolabs warrants that Services will be performed in a professional and workmanlike manner consistent with industry standards.

4.2 Remedy

If Services fail to meet this standard, the Company's sole obligation shall be, at its discretion:

- (a) to re-perform the Services; or
- (b) to refund the fees paid for the affected Services.

Client must notify Aurora Biolabs of any issue within five (5) days of discovery.

4.3 Disclaimer

Except as expressly stated, Aurora Biolabs disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.4 Limitation of Liability

Aurora Biolabs shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or data, arising from the Services or Deliverables.

The Company's total liability shall not exceed the lesser of:

- the amount specified in the applicable quotation, or
- the total fees paid by Client for the Services.

5. Acceptance and Governing Provisions

- All Orders are subject to these Terms and Conditions, which take precedence over any conflicting terms in Client documents unless expressly agreed in writing.
- Aurora Biolabs is only obligated to perform Services explicitly agreed upon in writing.
- Any modifications to these Terms must be made in writing and signed by authorized representatives of both parties.
- These Terms shall be governed by and construed in accordance with the laws of the State of California, United States, unless otherwise agreed in writing.

By engaging Aurora Biolabs for Services, Client acknowledges and agrees to these Terms and Conditions.