

## Creative Proteomics Quote CPMS04222402-01

**The quotation is valid within 60 days.**

Quote To: Urtecho, Guillaume			Page: 1
			Quote Number: CPMS04222402-01
Email: gu2144@cumc.columbia.edu			Quote Date: April. 22, 2024
Customer ID		Payment Terms	Sales Rep
CPMS04222402-01		Advance Payment	Maggie Taylor
Quantity	Service Name	Unit Price	Extension
12	Bile acids Rodent panel (28 Kinds)	US\$395.00	US\$4,740.00
Subtotal			US\$4,740.00
5% Discount			-US\$237.00
Sales tax			Waive
Handling Fee			US\$110.00
Total			US\$4,613.00
Quote number MUST be referenced at the time of ordering for discount to be applied. Please note that Creative Proteomics will not retroactively credit invoices when the purchaser does not use the quote number.			
Disclaimer of Services: It is the client's sole responsibility to interpret the data provided by Creative-Proteomics in the performance of the services and draw conclusions from these results. Creative-Proteomics is not liable for any sample materials supplied and does not guarantee that the experimental data acquire during the performance of services will match data from alternative sources.			
CHECK PAYABLE TO			
Billing Address:			
Creative Biogene Inc, SUITE 115, 17 Ramsey Road, Shirley, NY 11967			
Tel: 1-631-275-3058			
Fax: 1-631-614-7828			
<a href="mailto:Service@creative-proteomics.com">Email: Service@creative-proteomics.com</a>			
EIN: 81-5480041 DUNS#: 080719448			
For inquiry, please contact <a href="mailto:info@creative-proteomics.com">info@creative-proteomics.com</a>			
Errors and omissions excepted			
See <a href="http://www.creative-proteomics.com">www.creative-proteomics.com</a> for our terms and conditions of sale			

## Creative Biogene

### TERMS AND CONDITIONS FOR PROVISION OF SERVICES

- 1. Project Lifecycle Management Process.** For each project, one senior project manager will talk with Client first. Based on the full discussion, this manager will provide a quote with tailored protocol. After that, we may revise the quote according to the Client's new specifications. A quote from Creative Biogene Inc [CB hereafter] accepted by the Client will serve as a services agreement. After that, the project is passed on to an experienced project manager and his team. Bi-weekly reports or monthly reports are generated by the project manager and sent to the Client. Usually the protocol indicated in the approved quote is strictly followed; in case there is an issue, our project manager will talk with the Client and try to have a resolution. Sometime, an interim report is sent to a Client. Upon completion of a project, a final report with technical details, e.g. Protein profiling list, Protein SDS-Page Image... is generated by the assigned project manager. The final report together with any material products are sent to the Client.
- 2. Standard of Performance.** All Services will be performed using due care in accordance with (a) the Services agreement [the quote] and (b) generally prevailing industry standards applicable to such Services. A good faith effort to start and complete all Services on time will be made, and Client will be notified if CB determines that there are likely to be substantial delays. CB expressly guarantees to perform all its procedures with professional diligence, and strives to perform quality work acceptable to all its Clients. Should quote proposal and study scope not align with Client's expectations, it is the Client's responsibility to notify CB *in writing* of any changes to this proposal prior to initiation of the project. CB is only responsible for performing services as outlined in this quote, unless other agreed upon in writing by CB and Client.
- 3. Risk Share.** CB indicates the risk [also the non-refundable fees] in the approved quote clearly. Due to the business nature of custom services, CB pays greater attention on continuous communication with Clients. CB writes down everything in the quote, including protocol, options and costs at each step of a project. The next step is almost always determined by the achievement of the first step. CB communicates with Clients in a timely manner to decide which option should be taken as the next step. It is at CB's discretion when a project should be stopped due to a failure and what non-refundable fees should be charged.
- 4. Limited Warranty.** The Services Agreement is a contract for services only. CB's sole warranty with respect to the Services is that CB will perform all Services in accordance with the standard of performance set forth above. Client shall notify CB in writing of any claim for a breach of such warranty by CB within one month after delivery by CB of the last-to-deliver Deliverable relating to such Services. The sole remedy of Client for breach of such warranty shall be to require CB to re-perform the Services (or such portion thereof as may reasonably be required to be re-performed), and, in such event CB shall diligently pursue the re-performance of the Services or portions thereof until completion, or, if CB cannot re-perform the Services (or such portion) in accordance with this limited warranty, then it shall refund amounts paid by the Client for the applicable Service giving rise to the breach of warranty. CB makes no expressed or implied warranties for the results that are obtained and unless there is an instrument malfunction, a technician error, or some fault directly attributable to CB. CB will not be held liable for results obtained with Client's samples.
- 5. Payments.** Usually a non-refundable upfront payment is required to commence a project. Invoices will be sent to Client before initiation of each Phase of a project. Invoice terms are advance payment. The invoiced fee should be paid at the initiation of each Phase. CB shall invoice for all services and/or products provided which may increase or decrease the total estimated costs as outlined in this quote. Additional services required to complete this project will incur additional charges. Occasionally, invoices may be sent to Client upon completion of the Services and delivery to Client of the applicable Deliverable(s). If Client defaults in any payment when due, CB, at its option and without prejudice to its other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate the Services Agreement [the quote]. All payments due hereunder shall be made in the currency specified by CB in writing. Pricing and turnaround times are estimates based on information provided by Client and are subject to change. Payment in full is required from oversea projects unless previous arrangements are made with CB.
- 6. Intellectual Property.** Except as set forth otherwise in the quote, Client shall be the exclusive owner of, and CB hereby assigns to Client, all Client Materials, Data, inventions, improvements, designs, programs, formulas, know-how and writings supplied by Client and/or generated or discovered as a direct result of CB's performance of the Services, whether or not copyrightable or patentable (collectively, the "Inventions"). CB waives all the rights to the intellectual property involved in this project.
- 7. Confidentiality.** During performance of the Services and for 3 years thereafter, CB will treat all information related to this project as proprietary and confidential and will not disclose the same to any person except its employees, consultants, and subcontractors to whom it is necessary to disclose the information for purposes of providing the Services; CB may disclose the information to its employees, consultants, or subcontractors, provided that such employees, consultants, or subcontractors are subject to a written agreement that includes confidentiality terms at least as restrictive as those specified herein. Any employee, consultant, or subcontractor who is given access to the information shall be informed by CB of these terms and conditions.