

RETURN POLICY

This return policy (the “**Return Policy**”) shall apply to the supply of products by Twist Bioscience Corporation (individually, and collectively, referred to herein as “**us**”, “**we**”, or “**our**” or “**Twist**”) to you (“**you**” or “**your**” or “**Customer**”) all as described under and subject to the **Supply Terms and Conditions** (available at <https://www.twistbioscience.com/legal/supply-terms-conditions>) or similar contractual arrangement signed in writing by both parties (each, the “**Agreement**”). Terms used but not defined herein shall have the meaning afforded to them in the Agreement that explicitly refers to this Return Policy.

Any Products shipped to you under an Order which do not materially conform to the applicable specifications provided by Twist in the Order (each, a “**Non-Conforming Product**”) (except where any of the foregoing are due to causes occurring during or after shipment), then you may notify Twist within twenty (20) days of your receipt of such Non-Conforming Products and return such Non-Conforming Products for replacement. If you do not notify Twist of such non-conformance, damage, or shortfall within such time period, the Products will be deemed fully conforming and compliant for purposes of the Agreement. If you timely notify Twist and, if requested by Twist, return the Non-Conforming Products to Twist in accordance with Twist’s reasonable instructions (within no more than twenty (20) days), Twist will use commercially reasonable efforts to produce and ship you replacement Products within a reasonable period of time; provided that Twist may cancel such Order (and refund or credit you any prepaid amounts received from Customer) if Twist has shipped replacement Products for such Order once before or if Twist is unable to produce conforming Products. The foregoing shall be your sole and exclusive remedy, and Twist’s sole and exclusive liability, for any failure of Products to conform to the Order. If Twist tests returned alleged Non-Conforming Products and determines that they did conform to the Order, Twist may submit samples of such shipment to an independent third party laboratory for testing. If such independent laboratory determines that the alleged Non-Conforming Products conformed to the Order, you shall bear all expenses of shipping and testing such shipment samples and Twist shall have no obligation to provide replacement Products. If and only if expressly provided in the Quotation or the Agreement, the Products may be fully sequence verified. Notwithstanding the foregoing, in some cases, Twist will not be able to verify sequences with a high degree of internal repetition or strong secondary structures, and if this is the case, and the Quotation expressly provides that the Products will be fully sequence verified, then Twist will deliver the final Products length verified if intermediate products have previously been sequence verified, and Products so verified shall be deemed to conform to the Sequence Submission.

May 26, 2022