

Mediomics General Terms & Conditions of Sale

1. Acceptance - ALL ORDERS OR PURCHASES OF PRODUCTS FROM MEDIOMICS, LLC (each a "Product") ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS DETAILED HEREIN (the "Terms"). As used herein, "Mediomics," "we," "us," and "our" means Mediomics, LLC, and "Customer," "you," and "your" means the person, company or other legal entity that orders or purchases Products from us, and in each case their respective successors and/or assigns. Our shipment of Products will be subject to these Terms and our offer to sell the Products is expressly conditioned upon your acceptance of these Terms. IF YOU DO NOT ASSENT TO THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND DO NOT ACCEPT SHIPMENT OF THE PRODUCTS. YOUR ACCEPTANCE OR USE OF THE PRODUCTS SHALL BE DEEMED AS ACCEPTANCE OF THESE TERMS.

These terms constitute the entire agreement between Mediomics, LLC and Customer with respect to the sale of Products by Mediomics, LLC to Customer, and all prior agreements, understandings or representations related thereto, whether expressed orally or in writing, including any of Customer's additional or different terms and conditions in any purchase order, are hereby rejected by Mediomics, LLC. In the event of any conflict between any terms and conditions contained in any purchase order, confirmation or other writing for the purchase of Products and these Terms, these Terms will govern and prevail. If one or more of these Terms are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms shall be unimpaired.

2. Delivery - All shipments are FCA our shipping point [Incoterms 2000]. We shall not be liable for any delay, loss or damage to the Product during the course of shipment caused by acts beyond our reasonable control, including but not limited to accidents, theft, vandalism, labor difficulties or disputes, riots, wars, rebellions, acts of nature, or any other circumstances.

Shipping charges may apply and will be added to your invoice. Orders within the US or Canada that require ice are shipped via Standard or Express Priority. Orders requiring no ice are shipped via 2-Day Air. Hazardous items are shipped by an appropriate carrier. Orders outside of US and Canada may be shipped through an affiliate, a distributor, or directly from Mediomics. Customer Service Representatives will confirm the shipping method, cost and schedule at the time of order.

Normally all items are shipped in a single shipment; however, we reserve the right to make delivery in installments if necessary or practical. All such installments shall be separately invoiced and paid for when due per each invoice. Items may also be set up to ship as a standing order. If an order is partially shipped because an item is backordered, additional shipping charges will not be assessed when the item is released from backorder.

3. Changes, Cancellations or Returns - Orders for regularly stocked items may be cancelled at no charge provided that we receive notice before the order is shipped. Additions to an order after processing and shipping may be subject to additional freight charges.

Products should be inspected upon receipt. Our Customer Service Department must be notified of any claims for shortages or damage within 72 hours of receipt of the Products or they shall be deemed to have been accepted by you and to conform to the Terms. Authorization for all Product returns must be approved by our Customer Service Department and a return material authorization number given to you prior to the return of goods. In addition, we may require you to sign and deliver a properly completed certificate of decontamination prior to permitting any return. In some instances of defect or damage, we may require you to destroy the Product at your site.

A restocking charge of 25% shall be charged on returns that are not the result of any error or fault of Mediomics, including order cancellations that were submitted after an order was shipped but prior to your receipt. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for Product credit. No Product credit shall be available for use if a past due balance is outstanding on your account. Any Product credit not used within six months of the date of issue shall expire. Products may not be returned for credit more than 15 days after your receipt. Shipping charges will not be credited.

4. Pricing and Payment Terms – We reserve the right to delete or change the Product specifications, including price, at any time without notice. For the most up-to-date pricing information on any Product, please visit our web site, or contact the Customer Service Department (314-971-3028). It is your responsibility to verify all information, including price, set forth in the order confirmation, and to contact Customer Service prior to shipment if any information is incorrect. You are obligated to pay the price and other charges as set forth in the order confirmation. We reserve the right to correct any misstated price in the order confirmation or any price containing a discount for which you have not qualified at any time. In such event, you may cancel the order or return the delivered Product(s) according to our standard cancellation and return policies as provided in Section 3.

Unless a purchasing account and a credit limit have been established, a credit card to be charged upon shipment is required for all orders. For open account shipments, payment terms are net 30 days from date of invoice in US dollars. If you fail to pay any invoice when due, Mediomics may charge you a late payment charge equal to the lesser of one and one-half percent (1½%), or the maximum permissible rate under Missouri law, per month on the past-due balance, without prejudice to our other lawful remedies. If the account or any part thereof is referred for collection, you agree to pay all collection costs and attorney's fees.

5. Taxes and Other Charges – Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between us shall be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you shall reimburse us therefor or provide us at the time your account is opened with an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Such documentation may be submitted to us by Fax: 314-997-2422 or e-mail: info@mediomics.com,

6. Limited Warranty – Mediomics warrants solely to Customer that the Product shall substantially conform to the specifications in effect at the time of manufacture as set forth in the applicable protocol ("Specifications") for a period of six (6) months from the date of your receipt, or the stated life of the Product, whichever is the shorter (the "Warranty Period"). Notice of suspected nonconforming Products must be made to Mediomics, LLC promptly and prior to the end of the Warranty Period. If Mediomics, LLC determines that the Product does not conform to the Specifications, we will replace the Product at no additional cost to you. This limited warranty shall not extend to anyone other than you as the original purchaser of the Product, and shall not be effective if Mediomics determines, in its sole discretion, that you have altered or misused the Product or have failed to use or store it in accordance with our instructions, including any limited use statement, or if the defect results from neglect or accident. Mediomics' sole and exclusive liability and your exclusive remedy with respect to any defective or nonconforming Product shall be the replacement of the Product free of charge, upon the return of the same to us in accordance with our instructions. At our discretion, we may provide a credit or refund. This limited warranty applies to all Mediomics sales made domestically or internationally.

Mediomics makes no warranty whatsoever in regard to products furnished by third parties. Such products are subject to the warranties, if any, of their respective manufacturers to the extent they are transferable or otherwise available to our customers.

EXPRESS DISCLAIMER OF WARRANTIES - EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND MEDIOMICS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES NOT EXPRESSLY SET FORTH IN THIS SECTION 6.

7. Limitation of Liability and Remedies - TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL MEDIOMICS BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF RESEARCH OR DEVELOPMENT, ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, EVEN THOUGH WE MAY HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY ARISING IN CONNECTION WITH ANY PRODUCTS OR WITH DELIVERY, USE, OR PERFORMANCE OF THE SAME (WHETHER SUCH

LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) EXCEED THE ACTUAL AMOUNT PAID FOR THE PRODUCT.

Mediomics disclaims any and all responsibility for any injury or damage which may be caused by the failure of the Customer or any other person to use the Products in accordance with the conditions outlined herein, on the applicable protocol, or Product manual.

8. Mediomics Compliance with Laws and Regulations – We certify to the best of our knowledge that our Products are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders. We do not discriminate against any employee or prospective employee because of race, creed, color, national origin, sex, age or handicap, nor permit discrimination in any form nor maintain segregated facilities for our employees

9. Authorized Uses – Except as otherwise agreed to by us in writing, the purchase of Products from us only conveys to you the non-transferable right for you to use the quantity of Products purchased in compliance with any applicable limited use statement or limited label license, as detailed in our catalogues, on our website, or on the label or other documentation accompanying the goods (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). Unless otherwise authorized by us in writing, Products purchased from us may not be resold, modified for resale, or used to manufacture commercial products. ALL PRODUCTS ARE SUPPLIED ON THE CONDITION THAT THEY ARE USED FOR RESEARCH PURPOSES ONLY. THEY ARE NOT TO BE USED FOR DRUG OR DIAGNOSTIC PURPOSES, NOR ARE THEY INTENDED FOR USE IN OR ON HUMANS. BY ACCEPTING DELIVERY OF OUR PRODUCTS YOU ARE EXPRESSLY AGREEING TO USE OUR PRODUCTS FOR RESEARCH PURPOSES ONLY. You represent and warrant to us that the Products sold to you (i) will be used only for your own internal research and development, (ii) will only be used in compliance with any applicable limited use statement or limited label license or applicable law and (iii) will not be resold or otherwise transferred or conveyed to any third party without our prior express written consent.

No license or immunity under any patent is either granted or implied by the sale of any of our Products except to the extent expressly granted in any respective label license or limited use statement (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). You should evaluate whether your use of Products purchased from Mediomics requires permission or license from any third parties.

Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property, whether implied, by estoppel or otherwise except to the extent expressly granted under any applicable intended use statement, limited use statement or limited label license; (ii) to limit our rights to enforce our Intellectual Property, including, without limitation, as to use of any Product beyond that granted under any label license or statement applicable to the Products; (iii) as granting you any right to be supplied with goods or component thereof beyond those ordered by you and supplied by us in accordance with these Terms; or (iv) as a license or grant of any right to you to manufacture or to have manufactured the Products.

You represent and warrant to us that you will properly test and use the Products and properly test, use, manufacture and market any final articles made from them in accordance with the practices of a reasonable person who is an expert in the field, including, but not limited to, a technically qualified individual and in strict compliance with all applicable national, state, provincial, and local food, drug, device, and cosmetic and other relevant laws and regulations, now and hereinafter enacted; and any final articles manufactured from the Products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be articles which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

You realize that, because our Products are intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. You assume responsibility to ensure that the Products purchased from us are approved for use under TSCA, if applicable. Consistent with your agreement to comply with all TSCA R&D substance exemption requirements applicable to the purchase, you agree and warrant that you will comply with all requirements necessary to maintain the R&D exemption, including using the R&D substance under the supervision of a technically qualified individual, maintaining all necessary labeling, and providing all necessary notifications.

You also agree and warrant that you will use or sell (if otherwise so authorized) the R&D substance exclusively for R&D purposes or specified exempt commercial purposes. You specifically agree and warrant that you will not sell or distribute the R&D substance to consumers.

You have the responsibility to conduct any research necessary to learn the hazards involved for any of your uses of Products purchased from us and to warn your customers, employees and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the Products. You agree to comply with instructions for use of the Products furnished by us, if any, and not to misuse the Products. If the Products purchased from us are to be repackaged, relabeled or used as starting materials or components of other products, you will verify our assay of the Products, qualify the Products provided by us for such applications, and comply with all governmental requirements relating to labeling or providing other communications to customers. You acknowledge that we provide Material Safety Data Sheets (MSDS) for our Products, and that they are available electronically on our web site at www.mediomics.com, or in paper copy by calling our Customer Service line at 314-971-3028, and that you are willing and able to access MSDS by these means. You also agree to inform your employees of the risks, if any, involved in using or handling the Products and to train and equip them to handle the Products safely.

You acknowledge that Products received from us are subject to U.S. export control laws and regulations. You represent and warrant to us that you will not, directly or indirectly, (1) sell, export, reexport, transfer, divert, or otherwise dispose of any Products, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, or (2) use the Products for any use prohibited by the laws or regulations of the United States and/or your local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

10. Indemnity – You shall, at your own expense, indemnify, defend and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or other theory of law, caused by you, your officers, agents or employees, your successors and assigns, and your customers, whether directly or indirectly, in connection with the use or resale of any Products sold pursuant hereto either as a standalone product or a component part or raw material of another product, the manufacture or sale of any of your products or by reason of your breach of or failure to perform any of your obligations hereunder. You shall notify us promptly of any incident involving Products sold pursuant hereto resulting in personal injury or damage to property, and you shall fully cooperate with us in investigating the same.

11. Technical Assistance – All technical assistance and information we provide to you regarding the Products is provided gratis, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty regarding such technical assistance or information.

12. Miscellaneous – This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Customer and Mediomics expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or to any transaction hereunder. Our exercise of any option or failure to exercise any rights hereunder shall not constitute a waiver of our rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay, or breach by you. We may assign our rights and/or obligations under these Terms to any person in whole or in part. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the Terms.

13. Additional Terms for Sale of Custom Products – In addition to all of the terms and conditions set forth above, the following terms and conditions apply to your purchase from us of all Custom Products. "Custom Products" means any product or service that is not routinely offered for sale to other customers in our standard catalogues and is made or performed by us according to specific instructions or requirements from you, including any custom packaging.

a) Evaluation of Custom Orders: We may decline an order for a Custom Product, at any stage of the process, if we deem production of the same to be unsuitable or commercially impractical, whether on technological, cost or other grounds. We will give you written notice within a reasonable time following our determination to decline the order. In such case, you shall have no obligation to pay any fees for time and materials, or for any other expenses we incur. You must pay for all Custom Product orders we have not declined, and orders may not be cancelled or changed by you without our written consent. You understand and agree that your obligation to pay for all Custom Products that we proceed to deliver is firm and irrevocable. Shipping charges will not be credited.

b) Pricing: For Custom Products, you are obligated to pay the price as set forth in the quotation we provide to you with respect to such Custom Product.

c) Your Confidential Information: As used herein, "Confidential Information" means any information of a confidential or proprietary nature provided to us by you specifying the design and/or components of a Custom Product that is marked by you as "Confidential" and that is not otherwise a feature or function of our standard products. We agree that we will not disclose your Confidential Information for five (5) years from the date of your initial disclosure to us. We will use at least the same degree of care as we use to protect our own confidential information of a like nature, but in no event less than a reasonable degree of care. This undertaking of confidentiality shall not apply to, and we shall have no obligations under this paragraph with respect to, any Confidential Information that (a) was in our possession before receipt from you, (b) is or becomes a matter of public knowledge not through our fault, (c) is rightfully received by us from a third party that was not obliged to keep such information confidential, (d) is developed by us without reference to the Confidential Information, or (e) is disclosed by us with your prior written approval. Notwithstanding the foregoing, we may disclose the Confidential Information to the extent required to comply with governmental regulations and other applicable laws or court order, provided in all cases that we take reasonable and lawful actions to avoid or minimize the extent of such disclosure.

d) Your Representation: By submitting an order for a Custom Product, you represent, warrant, and agree that: (i) you will provide us with all information known to you regarding biological, radiological, and chemical hazards associated with the handling, transport, exposure to or other use of any materials you supply to us and (ii) you have the right to cause the products that you have requested us to manufacture to be manufactured by us and sold to you, and that such products and the manufacture and sale thereof to you will not infringe or result from the misappropriation of the intellectual property rights, including without limitation patent, copyright, trademark and trade secrets, of any third party anywhere in the world (provided that the foregoing shall not be deemed a representation or warranty with respect to methods of manufacture employed by us), and that the materials you furnish to us will not infringe or result from the misappropriation of any such intellectual property rights.