

**POPE SCIENTIFIC, INC.**  
**TERMS AND CONDITIONS OF SALE**

These terms and conditions ("Agreement") including any attached supplemental provisions (collectively, "Terms and Conditions") materially affect the parties' obligations. Pope Scientific, Inc. ("Seller") is bargaining for and will do business only on these Terms and Conditions.

Contrary Terms; Entire Agreement. BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING IN CONSISTENT HERewith SHALL NOT CONSTITUTE APART OF THE CONTRACT OF SALE, and are expressly rejected. Seller's acceptance is conditional on Buyer's assent to these Terms and Conditions and if any of these Terms and Conditions are not acceptable to Buyer, Seller must be notified promptly. These Terms and Conditions are intended by the parties to be the final expression of their agreement and are intended also as a complete and exclusive statement of the terms and conditions thereof and that a contract be formed between the parties. No modification of any Term or Condition will be valid or binding upon Seller unless approved by Seller in writing by Seller's duly authorized personnel. The authority of agents of the Seller is limited to solicitation of orders and collection of debts.

1. Prices. Unless specifically held open for a length of time on the Seller's Quotation, all prices are subject to change without notice. Buyer agrees to compensate Seller for any items purchased and costs incurred by Seller for Buyer's account that are not utilized by Seller as a result of a change in the Buyer's specification or termination of Buyer's relationship with Seller.

2. Taxes and Fees. Unless otherwise specified in the on the front of this form, prices stated on this form do not include any manufacturers, sales, use or excise taxes, charges or duties. Buyer will pay all such taxes, charges, and duties. Buyer will also pay Seller any collection fees and reasonable attorneys' fees incurred by Seller in enforcing this agreement or defending against any claim for breach of this agreement.

3. Payment Terms. Payment is in USA dollars. Seller reserves the right to require payment in advance or C.O.D., or to otherwise modify credit terms. A finance charge of U/2% per month, which is an annual percentage rate of 18% per annum, will be charged on past due accounts. Remittance shall be made to Seller at the address shown on the Seller's Quotation. Clerical errors in the Quotation or invoices are subject to correction.

4. Freight Charges- Risk of Loss. Unless otherwise specified in writing, all shipments are F.O.B. Seller's plant or shipping point. For deliveries outside the United States, products shall be delivered duty paid to Buyer's site and Buyer will be the importer for the Products and be responsible for paying the import VAT or similar taxes within Buyer's country. Shipping dates on any quotation, purchase order, sales acknowledgment, invoice, or material release order are estimates only. Seller will use every reasonable effort to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct plans, specifications, information and data, but Seller shall not be held responsible for failure to meet such estimated date. Freight charges are payable by Buyer unless otherwise agreed to by the parties in writing. If Seller elects to prepay freight for Buyer's convenience, the same, together with applicable tax, will be added to Buyer's invoice or separately invoiced. Risk of loss will pass to Buyer at the time the goods are tendered for shipment. Title to the Articles will remain with Seller until payment is received in full by Seller. Buyer agrees to make all claims for goods damaged or lost against carrier.

5. Security Interest. Buyer hereby grants to Seller and Seller hereby retains a security interest in all the Products sold by Seller and held by Buyer, and all proceeds of the sale or other disposition of such Products including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Upon request by Seller, Buyer shall execute one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to Seller to evidence and perfect Seller's security interest in the Products. In the event Buyer shall be in default under this agreement, Seller shall have the remedies of a secured party under the Uniform Commercial Code; Seller may thereupon enter the premises of Buyer and remove the Products, and Buyer shall make them available to Seller for repossession

6. Rejection. Any claims for damaged or missing Product must be reported in writing to Seller by Buyer within fourteen (14) days from the date of receipt of Product. For any valid claim made, Seller shall repair or replace the Product or, at Seller's option, will refund the entire purchase price. The foregoing shall be Buyer's sole and exclusive remedy for damaged or missing Products. The warranty set forth in Section 8 below shall govern Product which is defective.

7. Exclusive Warranty. If Buyer's order is for Products made by Seller, Seller warrants that the Products conform in all material respects to any specifications provided by Seller, or provided by Buyer and agreed to by Seller, and are free from any defects in materials and workmanship, under normal use and service and when installed in accordance with factory recommendations for a period of six (6) months from the date of commencement of use or one (1) year from the date of shipment to the Buyer, whichever occurs first ("Warranty Period"). Buyer acknowledges that SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

(a) If Buyer's order is for Products made by another (even if repackaged by Seller), Buyer acknowledges that SELLER IS NOT THE MANUFACTURER OF THE PRODUCTS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All such Products are warranted only to the extent of the manufacturer's warranties, which Seller will provide to Buyer at Buyer's request.

(b) Seller will, at its option, repair, replace, or pay an amount of money equal to the costs of any part or component covered by this warranty which, following examination by Seller or its authorized representatives, is found to be defective under normal use. However, Seller shall not be liable for transportation, labor cost, or consequential damages related to malfunction or defective goods; nor shall Seller be liable for any costs related to removing or installing repairs. This warranty shall not apply to any goods that have been repaired or altered by anyone other than the Seller. Also, this warranty does not apply to any defect caused by failure to provide a suitable storage, use, or operating environment, use of non-recommended reagents, spills, the use of the Product for a purpose or in a manner other than that for which they were designed or other than in accordance with any manuals, guidelines or instructions provided by Seller or any other abuse, misuse, or neglect of the Products. No claim under this warranty will be valid unless the Seller is notified in writing of the warranty claim prior to the expiration of the warranty period. This warranty is not transferable.

(c) THE FOREGOING WARRANTY IS THE SOLE WARRANTY PROVIDED. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(d) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION INJURY OR DAMAGES OF ANY KIND OR NATURE TO PERSON OR PROPERTY, LOSS OF PROFIT OR USE, OR LABOR OR RENTAL COSTS) ARISING FROM THE SALE OR USE OF ANY GOODS OR SERVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT OR ON TORT, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER. IN NO EVENT SHALL THE SELLER'S LIABILITY TO THE CUSTOMER EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES SOLD.

8. Substitutions and Modifications. Seller reserves the right to substitute or change materials or parts at any time without notice. Seller also reserves the right to ship Products or Processed Materials in multiple boxes and/or shipments,

9. Excuse from Performance. Seller is excused from performance if performance is rendered impracticable by any accident; breakdown; sabotage; riot; insurrection; war; delay; interruption in or failure of sources or subcontractors to supply materials and equipment; strike, labor or transportation problem; act of God; other causes and conditions, whether of like or different nature, that affect Seller; and orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed.

10. Notice. Any notice relating to these Terms and Conditions must be sent by first class mail and will be presumed to be given when deposited, postage prepaid, in a United States Post Office or authorized depository and addressed to the other party at the address given on the Seller's Quotation.

Controlling Law. The validity, construction and enforcement of these Terms and Conditions will be governed by and interpreted under the federal laws of the United States and the local, domestic law of the State of Wisconsin, including its provision of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions.

11. Severability. Any provision of these Terms and Conditions which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of such provision in any other jurisdiction

12. Amendment: Waiver. These Terms and Conditions shall not be amended, modified or discharged in any manner and no waiver hereunder shall be valid or binding unless set forth in a writing duly executed by the Parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party that grants such waiver in any other respect or at any other time.

13. Conflict with Supplement. Should any term of this Agreement conflict with a term in a Supplement to this Agreement, the term in the Supplement shall control.