

## TA INSTRUMENTS - INVOICE TERMS AND CONDITIONS

### THIS INVOICE IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1. **Acceptance.** Buyers acceptance of the offer made by TA INSTRUMENTS Technologies Corporation, d/b/a TA INSTRUMENTS Corporation (.Seller.) set forth on the front page of this invoice shall create a contract subject to and expressly limited by the terms and conditions contained on both sides of this form. ACCEPTANCE OF THIS INVOICE MAY ONLY BE MADE ON THE EXACT TERMS AND CONDITIONS SET FORTH ON THIS INVOICE.; IF ADDITIONAL OR DIFFERENT TERMS ARE PROPOSED BY BUYER, SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BECOME A PART OF THE CONTRACT FORMED BY BUYERS ACCEPTANCE OF THE INVOICE. RECEIPT OF THE PRODUCTS SOLD HEREUNDER OR COMMENCEMENT OF THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS INVOICE.
2. **Taxes and Payment.** Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to prepay any such tax or fee, Buyer will reimburse Seller. Unless otherwise specified on the reverse of this form, payment terms shall be net thirty (30) days after shipment. An interest charge equal to 11/2% per month (18% per year) or the highest rate allowable by law, may be added to invoices outstanding beyond 30 days after shipment. In addition Seller reserves the right, in its sole discretion, to require C.O.D. or secured payment terms from any Buyer. Seller may also refuse to sell to any person until all prior overdue accounts are paid in full.
3. **Delivery and Shipment.** Unless otherwise stated on the reverse of this form, delivery terms shall be F.O.B. point of distribution by Seller; identification of the products shall occur when they leave Sellers distribution point at which time title and risk of loss shall pass to Buyer. Any use of the terms .F.A.S., .C.&F. or .C.I.F. will apply only to price and not to title. All shipment costs shall be paid by Buyer and if prepaid by Seller the amount thereof shall be reimbursed to Seller. Seller will make reasonable efforts to ship the products or provide the services hereunder in accordance with the requested delivery date on the reverse side hereof provided, that SELLER ACCEPTS NO LIABILITY FOR ANY LOSSES OR FOR GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS IN DELIVERY.
4. **Warranty - Disclaimer of Express and Implied Warranties.** The products and/or services shall be covered by the applicable Seller standard warranty, a copy of which is supplied with the products or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. SELLER EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the products will conform to the model or sample. Buyers remedies under Sellers warranty shall be at Sellers option limited to repair or replacement of the product or component which failed to conform to Seller applicable standard warranty. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
5. **Returned Goods.** Seller may, in its sole discretion, authorize product returns in appropriate circumstances, subject to such conditions as Seller may specify. Any such return shall be subject to the express prior authorization of Seller and payment by Buyer of a restocking charge. No returns will be authorized after one hundred twenty (120) days following shipment to Buyer.
6. **Technical Advice.** Seller may, at Buyers request furnish technical assistance, advice and information with respect to the products if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at the Buyers risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4 ABOVE.
7. **Sellers Right of Possession, etc.** Buyer hereby grants Seller a purchase money security interest in any goods offered by this invoice to secure the due and punctual payment of the purchase price specified in this invoice. In the event of default by Buyer in any payment due Seller, Seller shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall goods in transit and retake the same, to repossess any goods which may be stored with Seller for Buyers account without the necessity of Seller initiating any other proceedings. In addition, Seller shall have all of the rights and remedies of a secured party under the Massachusetts Uniform Commercial Code, or such other local personal property security laws and legislation as may be applicable in the relevant jurisdiction, and may exercise all such rights and remedies in accordance therewith. Buyer shall execute such documents as Seller may request to effectuate the foregoing security interest.
8. **Agents, etc.** No agent, employee or other representative has the right to modify or expand Sellers standard warranty applicable to the products and/or services or to make any representations as to the products and/or services other than those set forth in the applicable user or operators guide delivered with the products, and any such affirmation, representation or warranty, if made, shall not form part of the contract between Buyer and Seller for the purchase of the products or services and should not otherwise be relied upon by Buyer.
9. **Fair Labor Standards.** The products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labor Standards Act of 1938 as amended.
10. **Equal Employment.** Seller is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status.
11. **Modifications, Waiver, Termination.** The contract formed by Buyers acceptance of this invoice may be modified and any breach thereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought.
12. **Governing Law.** The contract formed by Buyers acceptance of this invoice shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to choice of law considerations.
13. **Compliance with Laws.** Buyer shall comply fully with all applicable provisions of the United States Export Control Laws as may be in effect for any of the products and shall seek, whenever required, at its own expense, export licenses from the United States Department of Commerce prior to any export of the products and shall further assure compliance with all reexport restrictions of such United States Export Control Laws. Additionally, in the use of this instrument, Buyer shall comply with all applicable governmental laws, rules and regulations and operate in accordance with all applicable standards and recommendations of the United States Food and Drug Administration and/or other domestic or international agencies with respect to the application of Good Clinical Practices (GCP), Good Laboratory Practices (GLP) or Good Manufacturing Practices (GMP), as the case may be.
14. **Additional Terms and Conditions.** This invoice is also subject to any TA INSTRUMENTS Special Terms and Conditions applicable to the products or services offered by this invoice, which appear on the front of this invoice. Any variance from the terms and conditions of this Invoice in any order or other written notification from Buyer, will be of no effect. Should Buyer order products or services through a TA INSTRUMENTS office located outside of the United States, the terms and conditions of the invoice issued by the office outside of the United States shall govern such order.
15. **Arbitration.** Any and all disputes or controversies arising in connection with the contract formed by Buyers acceptance of this invoice or the sale of products and/or performance of the services shall be resolved by final and binding arbitration in New Castle, Delaware, under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to subtract from or modify any of these terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Delaware or in the United States District Court, to whose jurisdiction for such purposes TA INSTRUMENTS and Buyer each hereby irrevocably consents and submits.
16. **Software.** To the extent there is any software included with the products, the software is being licensed, not sold and all right, title and interest therein shall remain with TA INSTRUMENTS. Use of the software shall be in accordance with the applicable software license delivered with the products. U.S. Government Restricted Rights - RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.
17. **Force Majeure.** TA INSTRUMENTS shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by TA INSTRUMENTS including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by TA INSTRUMENTS, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.