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Standard Terms & Conditions

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING STANDARD TERMS AND CONDITIONS.

Definitions: "Seller" means NBS Scientific LLC. "Buyer" shall mean any party who contracts to purchase Goods from Seller, as indicated on a purchase order or an order acknowledgement. "Goods" shall mean those goods and/or related services ordered by Buyer from Seller pursuant to a purchase order accepted by Seller. "Agreement" shall mean collectively Seller's order acknowledgment, packing slip and these Standard Terms and Conditions.

Acceptance: Buyer's order for Goods is binding only when accepted in writing by an authorized representative of Seller, and is accepted subject to all of these Standard Terms and Conditions. Buyer's acceptance of delivery of the Goods evidences Buyer's acceptance of all of Seller's Standard Terms and Conditions. Seller's performance under any Buyer purchase order or order acknowledgment does not constitute an acceptance of any provision of any Buyer purchase order that is different from or additional to the Seller's Standard Terms and Conditions, and any such different or additional provisions are hereby expressly rejected and are void.

Shipping: All Goods will be delivered FOB Origin unless otherwise agreed to in writing by Seller. The method of shipment shall be as mutually agreed in each accepted purchase order. All costs of transportation, including, without limitation, taxes and standard insurance, shall be assessed by Seller and borne by Buyer unless otherwise agreed to in writing by Seller. Seller shall invoice Buyer for all shipping related costs. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods delivered to the carrier whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

Title and Risk of Loss: Title and risk of loss passes to Buyer upon delivery of the Goods to the carrier at Seller's shipping point (consistent with the FOB Origin terms herein). Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of Goods held by reason of Buyer's request or inability to receive Goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from date of invoice.

Changes in Cost: Any change in insurance premiums, destination, or other shipping charges, including fluctuations in freight, which may be established after the date of the Seller's order acceptance, shall be at the expense of Buyer.

Taxes and Fees: Unless otherwise agreed to in writing by Seller, any quoted prices do not include shipping or handling charges, or any sales, use and excise taxes, and any other similar taxes, duties and similar charges. Buyer shall be responsible for all such charges, costs and taxes that arise. If not included in the invoice price, Buyer shall pay these taxes directly if the law permits or shall reimburse Seller if Seller is required to collect and pay them. If Buyer is exempt from sales taxes, Buyer shall provide a copy of a tax exemption certificate to Seller.

Payment: All payments are due net thirty (30) days from date of invoice, unless otherwise specified by Seller. Buyer's failure to make payment when due will be a material breach of the order and these Terms and Conditions. All payments are to be

made in US Dollars. Seller reserves the right to require alternative payment terms, including, without limitation, sight draft or letter of credit, the terms and issuer of which to be approved by the Seller in writing.

If Buyer remits payment via wire transfer, Buyer is responsible for all wire transfer fees borne by Buyer or Seller as well as any fees charged to Buyer. If Buyer remits payment via credit card, PayPal or other electronic payment method, Buyer will be responsible for the full amount of any processing fees. All payments shall be made to Seller at its principal office in Canonsburg, Pennsylvania, or such other office as designated by Seller in writing.

Amounts not paid when due shall bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month or, if this amount exceeds the maximum legal default-rate, the greatest amount permitted by law. Seller shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Seller in the collection of any overdue amounts. Seller, at its sole option and without incurring any liability, in addition to any other remedy to which it may be entitled in law or equity, to cancel the sales order and/or may suspend its performance until such time as any overdue payment is made or Seller receives assurances, adequate in Seller's opinion, that the payment will be promptly made. In the event of such suspension of performance by Seller, there will be an equitable adjustment made to the remaining delivery schedule and order pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend the order upon Seller's written consent. In the event of such Buyer suspension, the delivery time will be changed, taking into account the suspension, and Buyer will promptly pay Seller for all costs, including related overhead costs, resulting from such suspension.

Cancellation: Except as otherwise expressly provided in Seller's order acknowledgment, a sales order may be cancelled only by mutual written consent of the parties. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel the unshipped balance of the Goods without liability.

Default: If Buyer breaches or is otherwise in default under the order acknowledgment, these Terms and Conditions, or under any other contract between the parties, Seller at its sole option, may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the order in its entirety, resell the Goods and hold Buyer liable for such damages as Seller may incur, including consequential and incidental damages. For purposes hereof, Buyer's bankruptcy or insolvency shall be a default.

Seller's Lien: Until the purchase price and any other amounts payable by Buyer to Seller under the order acknowledgment are paid in full, Seller shall have a lien on the Goods for the unpaid amounts. Buyer hereby grants to Seller a security interest in the Goods to secure payment of such amounts. Seller will have the right to repossess the Goods without liability to Buyer. In such event, Buyer agrees to make the Goods available to Seller so that Seller can repossess them without a breach of the peace. This security interest will be satisfied by payment in full. Buyer hereby irrevocably authorizes Seller to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto with respect to the Goods. A copy of all or any part of the Agreement or related documentation may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest. Buyer shall cooperate fully with Seller to execute such other documents and to accomplish such filings and/or recordings thereof as Seller may deem necessary for the protection of Seller's interests in the Goods.

Delivery: Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location specified in Seller's order acknowledgment using Seller's standard methods for packaging and shipping. The delivery date(s) quoted are based on Seller's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting order. Seller reserves the right to make either early shipment or partial shipments and invoice Buyer accordingly. If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods at the destination specified in the Seller's order acknowledgment on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, the Goods not delivered shall be held at Buyer's sole risk

in all respects. Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Buyer's account.

Inspection and Rejection of Nonconforming Goods: Buyer shall inspect the Goods promptly upon delivery. A rejection of the Goods for nonconformity, or a claim of shortages and/or damaged material by Buyer, shall not be effective unless it is made, and written notice thereof is given to Seller, within five (5) days after the Goods arrive at the destination specified in the Seller's order acknowledgment.

If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (a) replace such nonconforming Goods with conforming Goods, or (b) credit or refund the price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller at the location specified by Seller. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the destination specified in the Seller's order acknowledgment.

Buyer acknowledges and agrees that the remedies set forth above are Buyer's exclusive remedies for the delivery of nonconforming Goods. Except as provided above, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under the Agreement to Seller.

Limited Warranty: Seller does not manufacture any of the Goods. The availability of the Goods through Seller does not indicate an affiliation with or endorsement of any Goods or manufacturer. Accordingly, Seller only warrants that the delivered Goods shall conform to the grade and quantity specified in the order acknowledgment. However, the Goods may be covered by a manufacturer's warranty included with the Goods. To obtain warranty service for defective Goods, please follow the instructions included in the manufacturer's warranty.

EXCEPT AS PROVIDED ABOVE, ALL GOODS OFFERED BY SELLER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

BUYER AFFIRMS THAT SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

No representative or person is authorized to bind Seller for any obligations or liabilities beyond the warranty set forth above in connection with the sale of the Goods.

Limitation of Remedies: The sole and exclusive remedy of Buyer for any liability of Seller of any kind, including (a) warranty, express or implied, whether contained in these Terms and Conditions or otherwise, (b) contract, (c) negligence, (d) tort, or (e) otherwise, is limited to Seller's repair or replacement of those Goods properly rejected by Buyer or, at Seller's option, a refund to Buyer of the money paid to Seller for such Goods.

Limitation of Liability: IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

SELLER'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY BUYER FOR THE GOODS.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate Goods; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Waiver: No waiver by Seller of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment: Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

No Third-Party Beneficiaries: The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

Governing Law, Jurisdiction & Venue: All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Buyer expressly agrees that the purchase governed by the Agreement was made exclusively in Pennsylvania, and in the event of any dispute between the parties, jurisdiction shall be limited to the Pennsylvania courts, and consents to venue solely in the United States District Courts located in Pennsylvania and the Courts of Common Pleas of Pennsylvania, together with the appellate courts of Pennsylvania. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods, and any amendments thereto, shall not apply to the Agreement.

Severability: If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Integration: Seller's order acknowledgment, packing slip and these Standard Terms and Conditions supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the

provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions will control.

Customer Feedback: At NBS Scientific LLC, we value our customers. Any comments or suggestions you have concerning our company we take very seriously. Feel free to contact us with your questions, comments, or concerns. We appreciate you taking the time to tell us how we can improve our company. You can contact us at info@nbsscientific.com.