

**ADVANCED INSTRUMENTS, LLC - STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES (U.S. AND CANADA CUSTOMERS)**

**The following terms and conditions apply without exception to orders that include sale of an instrument and/or consumables (collectively, "Products") and/or services ("Services").**

**1. Standard Terms and Conditions.** Unless otherwise expressly agreed to in writing by the buyer listed on a valid purchase order ("Customer") and Advanced Instruments, LLC ("Vendor"), these Standard Terms and Conditions of Sale (the "Terms") shall govern the sale of Products or Services set forth in Vendor's invitation for Customer to offer to purchase Products and/or Services ("Quotation"), or in the absence of a Quotation, as set forth in Vendor's order acceptance or acknowledgement. Vendor is not obligated to provide any Products or Services until it accepts Customer's purchase order by issuing an order acknowledgment or acceptance. No modification of or addition to these Terms shall be valid unless in writing and signed by both parties. No modification of or addition to these Terms shall be effected by any failure of Vendor to reject any differing or additional terms contained in Customer's purchase order. These Terms, the Quotation, purchase order and Vendor's order acknowledgment or acceptance contain the entire understanding between the parties hereto and supersede any and all prior agreements, understandings and arrangements between the parties relating to the purchase and sale of the Products and/or Services from Vendor. The failure of either party to enforce any rights shall not constitute a waiver of such rights or any other rights under these Terms.

**2. Payment.** Unless otherwise stated on the Quotation, Customer shall pay the invoice within thirty (30) days of issuance. The prices stated on the Quotation or a purchase order may not include sales or use taxes, in which case sales or use tax will be added to the invoice at the prevailing rate when applicable. Vendor reserves the right to refuse or limit credit and withhold shipments if the Customer's account is overdue or Vendor has reasonable grounds to be concerned regarding Customer's credit worthiness. Overdue accounts shall accrue interest at a rate equal to the lesser of 18% per annum or the highest rate permitted by law.

**3. Delivery.** The Products and/or Services are to be delivered or completed in the quantities, type and at the times specified on the Quotation. All deliveries of Products shall be FOB origin. Unless otherwise stated on the Quotation, and for all consumable orders without a Quotation, Customer shall be responsible for all shipping charges, including those not listed on the Quotation and/or pre-paid by Vendor. Alternatively, at Customer's option and as agreed, Vendor may ship orders using Customer's FedEx or UPS freight account.

**4. Warranties.**

- a. **Products.** Unless otherwise stated in the Quotation or the documentation accompanying the Products, Vendor expressly warrants that the Products shall be free from defects in workmanship and materials for a period of one (1) year from the date of shipment in the case of new Products or six (6) months from the date of shipment for refurbished Products. This warranty does not apply to any consumables or to glass, plastic or any materials that are separately warranted by their manufacturer. In addition, this warranty does not apply to the Products if: (1) they have been altered or modified; (2) they have not been installed, operated, repaired or maintained in accordance with the documentation which accompanied the Products, (3) they have been subjected to abnormal physical or electrical stress, misuse, negligence, accident or Act of God, or (4) the defect or error was caused by third-party hardware or software malfunctions or failure or by acts or omissions caused by persons other than Vendor.
- b. **Services.** Unless otherwise stated in the documentation accompanying the Quotation, Vendor expressly warrants that the Services shall be performed in a competent and professional manner. Any spare parts included as part of the Services are covered by the warranty in 4.a., provided that the warranty shall run from the date of installation rather than shipment.
- c. **WARRANTY DISCLAIMER.** The warranties provided at 4.a. and 4.b., immediately above (collectively, the "Warranty") as subject to the following limitation and disclaimer in addition to any other limitation or disclaimer stated in these Terms: **USE OF CONSUMABLE PRODUCTS, INCLUDING TEST CUPS, CONTROLS OR CALIBRATORS FROM OTHER MANUFACTURERS WILL VOID THIS WARRANTY. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (REGARDLESS OF ANY KNOWLEDGE OF THE CUSTOMER'S PARTICULAR NEEDS) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS AFTER THE DATE OF PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.**

**5. No licenses granted.** Unless otherwise set forth in the documentation accompanying the Products, Vendor does not grant any licenses to Vendor's intellectual property to Customer.

**6. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOST PROFITS) OF ANY KIND OR NATURE WHATSOEVER SUFFERED BY A PARTY OR ANY THIRD PARTY HOWSOEVER CAUSED, REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EACH PARTY'S TOTAL LIABILITY AND OBLIGATION TO THE OTHER PARTY, IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THE PRODUCTS OR SERVICES, REGARDLESS OF THE FORM OF ACTION OR**

**THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER.**

**7. Non-Cancellable.** Any purchase order placed against a Quotation and accepted by Vendor is a binding order for all of the Products and/or Services stated on the Quotation and not subject to cancellation in whole or in part regardless of whether an obligation to pay may occur in the future or over several years, such as but not limited to orders shipped on credit or in the case of a multi-year Services contract paid in annual installments.

**8. Miscellaneous.** Any order accepted by Vendor is non-assignable by either party without the written consent of the other party. The sale of Products and/or Services by Vendor and any agreement resulting thereof shall be exclusively governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. For the purpose of all legal proceedings, any agreement for the sale of Products and/or Services shall be deemed to have occurred in the Commonwealth of Massachusetts and any sale of Products by Vendor shall be deemed to have been performed in The Commonwealth of Massachusetts and the parties expressly confirm that the law of The Commonwealth of Massachusetts is the proper law. The parties irrevocably consent to the jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts concerning any dispute arising from Vendor's offer of sale or sale of Products or Services. The parties agree that the United Nations Convention of the International Sale of Goods shall not apply to these Terms or the sale of the Products. Vendor reserves the right to modify the Terms at any time without prior notice.