

STERLITECH CORPORATION
TERMS AND CONDITIONS OF SALE

The following terms and conditions (“**T&Cs**”) are applicable to all sales of consumable products and equipment (collectively, the “**Products**”) made by Sterlitech Corporation (“**Sterlitech**”) to any purchaser of the Products (“**Buyer**”) placed through whatever means.

1. Buyer’s Acceptance of Terms. By placing an order with Sterlitech through whatever means (an “**Order**”), Buyer accepts these T&Cs and these T&Cs prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or other documents containing any such terms. Fulfillment of Buyer's Order by Sterlitech does not constitute acceptance of any of Buyer's terms and conditions in the Order or elsewhere and does not serve to modify or amend these T&Cs. If there is any inconsistency between these T&Cs and terms and conditions contained in any other document submitted by Buyer or exchanged by Sterlitech (including purchase orders, acknowledgements, requests for proposal, invoices, etc.), these T&Cs shall control even if Buyer's documents expressly limit acceptance to use of Buyer's terms and conditions. These T&Cs and any basic Order terms (i.e. list of the Products, quantity, UPC or item number, requested delivery date; price, billing address and delivery location) constitute the entire agreement between the parties as to any particular purchase by Buyer of Products.

2. Orders. Buyer will provide written Orders to Sterlitech from time to time. Orders are welcomed by fax, email, or online. An Order is not considered accepted by Sterlitech until the Products are shipped or until Sterlitech sends an acknowledgement.

3. Price. Prices for the Products are based on price lists that Sterlitech provides to Buyer from time to time and/or are provided to Buyer in the form of a quote. All prices listed or quotes are in United States dollars. Prices quoted for Products are valid up to 90 days from the quote date. Sterlitech may offer discounts to some Buyers and such discounts are offered based on bulk volume and not by individual or institution.

4. Payment. Net 30 terms are extended upon acceptance or acknowledgement of an Order. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. In addition, Buyer shall reimburse Sterlitech for all expenses and costs incurred or expended by Sterlitech in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced. Buyer may not reduce any payment by any alleged discounts or other deductions without Sterlitech’s prior written consent. Buyer is responsible for paying all applicable local, state, federal, use, sales and excise taxes in relation to the purchase of the Products. To the extent Buyer is a tax-exempt entity, Buyer should email a copy of their exemption form to sales@sterlitech.com in conjunction with Buyer’s Order.

5. Delivery; Title. Unless an accepted Order indicates otherwise, all Products ship FOB Kent, Washington. For international orders, Sterlitech ships duty and taxes unpaid. Buyer may request shipment of an Order with Buyer’s UPS, FedEx or DHL account number at the time Buyer places the Order. Risk of loss and title for Products will pass to Buyer upon delivery to Buyer or its designee at the FOB location. Where permitted by law, Buyer hereby grants to Sterlitech a security interest in Products sold until full payment is received. Buyer authorizes Sterlitech to file a UCC financing statement to perfect this security interest at any time.

6. Inspection. Buyer shall carefully inspect all Products and shipping documents promptly upon delivery of Products. No claim for non-conformity, defect, shortage or damage will be valid or enforceable against Sterlitech unless Buyer gives Sterlitech written notice specifying in detail the issue within five business days from the date that Buyer receives the Products. Buyer shall supply such reasonable documentation as to any loss as Sterlitech may request. Buyer shall be deemed to conclusively accept all Products not rejected in accordance

with the preceding sentences. If any Products are non-conforming, Buyer has provided proper notice, and if the non-conformity was not caused by Buyer or due to misuse or handling after Sterlitech delivered the Product to Buyer, Sterlitech will, at Sterlitech’s option, (i) replace the non-conforming Products at no additional charge to Buyer or (ii) reimburse Buyer for amounts Buyer paid for such non-conforming Products.

7. Returns. Sterlitech will accept returns of any Product if Buyer notifies Sterlitech within 90 days of the date of purchase. If Sterlitech approves a return, Sterlitech will provide Buyer with a RMA number to proceed with the return process. If Buyer is returning Products to Sterlitech for repair, evaluation or warranty consideration, Buyer must obtain a RMA number and form from Sterlitech prior to the return. Buyer must complete the form and include (i) a complete, detailed written reason for the return; (ii) any serial numbers, installation and removal dates and any other pertinent information that is available related to the returned Product(s); and (iii) the proposed disposition of the material. Buyer should reference the RMA number on all packages or cartons to be shipped back to Sterlitech. All materials must be shipped to Sterlitech with freight prepared by Buyer. Returned Products may be subject to a restocking fee.

8. Consumable Products Warranty. The warranty in this Section 8 covers the initial end-user purchaser for defects in manufacture, materials, and workmanship of consumable Products. This warranty lasts for 90 days from the date of shipment of the consumable Product, provided Buyer uses the consumable Product according to the manufacturer's instructions. Sterlitech will replace the consumable Product or give Buyer credit for the price Buyer paid for the consumable Product if Sterlitech determines that the Product is defective.

9. Equipment Warranty. The warranty in this Section 9 is made in lieu of all other warranties expressed or implied. Sterlitech guarantees equipment to be free from defects in material and workmanship when operated in accordance with written instructions for a period of one year from receipt. Parts not manufactured by Sterlitech are covered by their manufacturer’s warranties, which are normally for one year. Manufacturers and Sterlitech’s obligation shall be to first repair free of charge. If that doesn't work Sterlitech will issue credit against the purchase or replacement of equipment proved to be defective in material or workmanship. Neither manufacturer nor Sterlitech shall be liable for any injury, loss or damage, direct or indirect, special or consequential, arising out of the use of, misuse, or the inability to use such equipment. The information contained herein is based on technical data and tests, which Sterlitech believes to be reliable, and is intended for use by persons having technical skill at their discretion and risk. Since conditions of use are outside Sterlitech’s control, Sterlitech assumes no liability whatsoever for results obtained or damages incurred through the application of the data presented. This information is not intended as a license to operate under, or a recommendation to infringe upon, any patent of Sterlitech or others covering any material or use. The foregoing may not be altered except by a written agreement signed by officers of the manufacturers.

10. Disclaimer of Warranties. THE WARRANTIES SET FORTH IN THESE T&Cs ARE IN LIEU OF ALL OTHER WARRANTIES AND COMPRISE STERLITECH’S SOLE AND ENTIRE WARRANTY OBLIGATION TO BUYER AND BUYER’S CUSTOMERS AND ASSIGNS IN CONNECTION WITH THE PRODUCTS. STERLITECH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

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LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limit of Liability. STERLITECH WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE PRODUCTS, ADDITIONAL COSTS INCURRED BY BUYER, OR CLAIMS OF THIRD PARTIES. STERLITECH'S TOTAL LIABILITY TO BUYER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PRICE OF PRODUCTS TO WHICH SUCH CLAIM RELATES.

12. Indemnification. Buyer agrees to defend, indemnify, and hold harmless Sterlitech and its affiliates, or their respective officers, directors, employees, shareholders, agents, successors, or assigns from all liabilities, claims, and expenses, including attorney's fees, that arise from (i) Buyer's breach of these T&Cs; (ii) the negligent or more culpable act or omission of Buyer or its employees or agents; and (iii) any failure by a Buyer to comply with any applicable laws.

13. Governing Law; Venue; Attorney's Fees. These T&Cs shall be governed by, and any dispute arising hereunder shall be determined in accordance with, the laws of State of Washington, without giving effect to conflict of laws principles. Buyer and Sterlitech irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts sitting in King County, Washington. In addition to other remedies, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorney's fees and expenses in the enforcement action or any appeal. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14. Insurance. Buyer shall obtain and keep in force at its own cost and expense, comprehensive general liability insurance, including product liability, with a minimum combined single limit in the amount of not less than \$2,000,000 in the aggregate for bodily harm or personal injury to, illness of, or death of persons and damage to property occurring as a result of the Products sold under these T&C's. Such insurance shall name Sterlitech as an additional insured.

15. Miscellaneous. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations. There is no relationship of partnership, joint venture, employment, franchise or agency between the parties and Buyer will not have the power to bind Sterlitech or incur obligations on Sterlitech's behalf without Sterlitech's prior written consent. If any provision of these T&Cs shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in these T&Cs. None of the provisions of these T&Cs shall be (a) deemed to have been waived unless such waiver shall be set forth in writing signed by Sterlitech, or (b) subject to modification or waiver by course of performance, course of dealing, or usage of trade.