

Kimble Chase Life Science and Research Products, LLC.

TERMS AND CONDITIONS OF SALE

- 1. ALL SALES ARE SUBJECT EXCLUSIVELY TO THESE "TERMS AND CONDITIONS OF SALE". ALL ADDITIONAL OR CONTRARY TERMS PROPOSED BY BUYER ARE REJECTED.**
- All goods are sold hereunder EXWORKS (INCOTERMS 2010) from Seller's plant of manufacture. Title and risk of loss shall pass to Buyer on delivery to carrier.
- Payment for goods, molds, tools or equipment delivered hereunder shall be made within thirty (30) days net from the date of invoice. If any tax is assessed or imposed by any federal, state or municipal authority upon the manufacture, sale, transportation, delivery or use of any goods sold hereunder, which tax Seller is required to collect or pay, the price to be paid by Buyer shall be increased by the amount of such tax. Invoices past due bear interest from the due date at 0.05 % per day late or the maximum contract rate of interest permitted in the state, if less than 0.05% (18.25% per annum).
- Buyer shall give shipping instructions as far as possible in advance of desired delivery date. When orders are placed, shipping dates need to be included. Seller will arrange for shipments as nearly in accordance with Buyer's shipping instructions as shipping facilities and Seller's facilities and scheduling of manufacture permit. If a date needs to be changed, written notification, by revised PO or email/fax referencing the PO-number must be sent to Seller. Seller will notify Buyer via email or fax after the date has been accepted. Buyer's requests to move shipping dates OUT must be requested a minimum of 30 days prior to original shipping date. Buyer's requests to move shipping dates IN must be requested via email or fax to Seller; if Seller cannot meet the requested new date, Seller will advise "best date" as an alternative, via email, which Buyer needs to accept in writing (e-mail) before change will be made in the schedule. In any event, accepted shipping dates are estimates only and Seller shall not be liable for delays. The quantity of goods to be manufactured and delivered hereunder shall be subject to a variation of ten percent (10%), and within this limitation Buyer shall accept and pay for the quantity of goods actually manufactured and delivered. In the absence of a specific written agreement to the contrary signed by Seller, Seller reserves the right, exercisable at any time after the expiration of six (6) months from the date of Seller's acknowledgement of Buyer's order (a) to ship any goods covered hereunder and invoice Buyer therefore, or (b) to resell for any prices and on any terms Seller may choose any goods covered hereunder and invoice Buyer therefore at Seller's then current prices less net proceeds from such resale. Buyer shall pay promptly any invoice received from Seller hereunder.
- Return requests will be considered based on individual circumstances. A. Capillary, Natelson, Caraway, flint glass culture tubes and pipettes may not be returned after 120 days of shipping date. B. All other products may not be returned after 180 days of shipping date. C. Obsolete products and special order items may not be returned. All shipments must include a RGA number (Returned Goods Authorization). Return shipments without a RGA will be refused. All return shipments must be sent as directed in complete, unopened cases. Damages to return shipments are the responsibility of the Buyer. Credit will not be issued if returned merchandise is damaged. Buyer will file any freight claims for damaged returns. Returns granted to Buyer where Seller is not at fault will be subject to a 25% re-stocking fee.
- Seller warrants for six (6) months from shipment only that goods shall conform to its specifications in all material respects and be free from defects in materials and workmanship. Allowance shall be made by Seller for shortages or errors or defective goods, to the extent such defects exceed Seller's AQL (Acceptable Quality Level), but only on the condition (a) that Buyer shall make written claim for shortages, errors or obvious defects of goods within thirty (30) days, or for other defects of goods within six (6) months of the date of delivery of the goods giving rise to such claim, and (b) that Seller shall be given an opportunity to conduct an adequate investigation in such manner and at such place as Seller may decide, of the facts upon which any claim for allowance is made. Seller shall not be liable for more than the price stated herein for any shortage of, error in or defective goods. Seller's liability for defective goods shall be limited, at its option, to replacement or credit.
- SELLER SHALL NOT BE LIABLE FOR ANY BREACH OF THIS AGREEMENT OR OF ANY DUTY OR OBLIGATION ARISING OUT OF OR RELATING THERETO IN ANY AMOUNT IN EXCESS OF THE PRICE PAID FOR THE GOODS WITH RESPECT TO WHICH SUCH BREACH OCCURS AND SHALL NOT BE LIABLE IN ANY EVENT FOR LOSS OF OR DAMAGE TO CONTENTS OR FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHICH BUYER HEREBY EXPRESSLY WAIVES.**
- The prices shown on Seller's acknowledgement of Buyer's order are those currently in effect. Seller may, upon (10) days notice revise any price specified in this order on any undelivered balance by changing the price, any discount or charge or any allowance of any kind or nature which affects the total consideration passing between Buyer and Seller. In the event any increase in price is unacceptable to Buyer, Buyer within ten (10) days after receiving notice of such increase shall have the right to terminate this agreement on written notice with respect to the unshipped portion of the particular goods the price of which is increased, said cancellation to be effective at the time said notice is received by Seller; provided that if, within thirty (30) days after the effective date of such cancellation, Seller so requests, Buyer shall take, within sixty (60) days after notice that the goods are ready for shipment, and pay for, at the price effective prior to said increase, all goods that shall have been manufactured or are in the process of manufacture by Seller under this agreement prior to such effective date of cancellation.
- If at any time, in Seller's opinion, Buyer's credit is impaired, Seller shall have the right to require payment in advance before making any further shipment on any order. If Buyer shall fail, within a reasonable time, to make such payment in advance, or if Buyer shall fail to make any payment when due, such failure shall be considered a breach by Buyer.
- If by reason of fire, earthquake, flood, explosion, accident, strike, slow-down, lock-out or other difference with or inability to secure workmen, lack of material, lack of facilities, equipment failure, Act of God, act of any public enemy, war, terrorism, voluntary or involuntary compliance with any valid or invalid order, regulation, law or request or recommendation of any

government agency or authority, lack of transportation facilities or other cause beyond the reasonable control of Seller whether or not of the kind hereinbefore specified, Seller is delayed in making any delivery as herein specified such delay shall be excused during the continuance and to the extent of such cause: provided however, that if such delay exceeds six (6) months, the obligations of Seller and Buyer to make and take delivery hereunder shall cease upon written notice by either party to the other. If in consequence of any such cause the total demands for Seller's goods cannot be supplied by it, Seller may allocate its available supply among its present and future customers (whether or not then under contract), itself and its affiliates, on such basis as Seller may deem fair and practical, without liability for any failure to perform this agreement. If Seller is precluded from increasing, or is required to reduce the price of any goods covered by this agreement, by any law, order, rule or regulation of any applicable governmental authority, Seller may terminate this agreement with respect to any undelivered goods.

11. Any action against Seller arising hereunder or relating hereto shall be commenced within one year after the cause of action has occurred; otherwise the same shall be barred notwithstanding any other period of limitations to the contrary.
12. The rights, duties and obligations of Buyer and Seller arising hereunder shall be governed by the substantive laws of the State of New Jersey, excluding conflicts of laws, principles and excluding the UN Convention for the International Sale of Goods.
13. Any disputes which arise out of the sale of goods which cannot be settled shall at the option of Seller be resolved by binding arbitration by a single arbitrator in New York City under the rules of the American Arbitration Association. Demand for arbitration shall be in writing and shall specify the particulars of each dispute. Each party shall be entitled to discovery in accordance with the Federal Rules of Civil Procedure. Judgment upon the award may be entered in any court of competent jurisdiction and shall be specifically enforceable to the full extent permitted by law. Each party shall bear its own costs and expenses for such arbitration. The federal and state courts sitting in New Jersey shall have exclusive jurisdiction of any dispute which Seller does not elect to arbitrate, and both parties irrevocably waive any claim that such courts constitute an inconvenient forum for the prosecution of such suit, action or proceeding and stipulate that such courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy or proceeding arising out of or related to the sale of goods by Buyer. THE PARTIES EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR CAUSE OF ACTION BASED ON ANY GOODS SOLD.
14. This agreement is not assignable by Buyer, or by operation of law, except with the written consent of Seller and shall not be deemed an asset in, and at the option of Seller, shall terminate in the event of any voluntary or involuntary bankruptcy, receivership, insolvency or reorganization proceedings of or against Buyer, but without thereby waiving any claim for recovery of damages which Seller may have against Buyer.
15. In any event of any breach of any provision of this agreement by Buyer, Seller at its option, without prejudice to any other remedy or remedies which Seller may have against Buyer for such breach, may (a) without affecting in any way the obligation of either party in respect of further shipments hereunder, regard each shipment as a separate and independent sale on the terms and conditions applicable hereunder, or (b) terminate this agreement as regards further shipments and declare the obligations of Buyer for all shipments made due forthwith, but Buyer shall remain liable to Seller for all loss and damage sustained by reason of any such breach. Seller's right to require strict performance of Buyer's obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
16. Seller warrants freedom from patent infringement only of those items comprising its regularly established line of products but conditional upon Seller's right to control defense of any claim. Buyer assumes and will hold Seller harmless against any patent liability for articles manufactured to Buyer's design or specifications or specially designed by Seller to meet Buyer's requirements.
17. The period for cash discount, if applicable, shall begin on the date of invoice, which is the same as the date of shipment. Any such cash discount will not apply to taxes, freight, packing or other charges not included in the price of the goods sold hereunder.
18. Seller reserves the right at any time to apply payments, credits, cash or checks to any invoice to Buyer which Seller deems appropriate regardless of Buyer's instructions or designations upon checks or letters received from Buyer.
19. THE ENTIRE AGREEMENT IS CONTAINED HEREIN. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY TYPE, EXPRESS, STATUTORY OR IMPLIED, EITHER IN FACT OR IN LAW, WITH REFERENCE TO OR A PART OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED, AND THERE ARE NO OTHER TERMS, CONDITIONS OR UNDERSTANDINGS WITH RESPECT TO THE SALE CONTEMPLATED, EXCEPT AS SET FORTH HEREIN AND EXCEPT FOR THE PROVISIONS OF SELLER'S AUTHORIZED DEALER AGREEMENTS. BUYER IN ENTERING INTO THIS AGREEMENT DOES NOT RELY ON ANY REPRESENTATIONS OF ANY AGENT OF SELLER NOT SET FORTH HEREIN. BUYER ASSUMES ALL RESPONSIBILITY FOR THE ADEQUACY AND FITNESS OF THE GOODS SOLD HEREUNDER FOR ANY PARTICULAR PURPOSE. NO CHANGE OR ALTERATION TO THIS AGREEMENT SHALL BE EFFECTIVE OR BECOME A PART OF THIS AGREEMENT UNLESS THE SAME IS AGREED TO BY BUYER AND SELLER IN WRITING.