

BIOCISION LLC
STANDARD TERMS AND CONDITIONS

Agreement. The sale of the products described on the quotation to which these Standard Terms and Conditions are attached (the "Products") by BioCision LLC ("BIOCISION") to the buyer indicated on the quotation (the "Buyer") is governed exclusively by the terms of this Agreement (the "Agreement"), which includes the following two (2) components: (1) the quotation to which these Standard Terms and Conditions are attached, and (2) these Standard Terms and Conditions. The Agreement constitutes the entire agreement between BIOCISION and Buyer pertaining to the sale of the Products by BIOCISION to Buyer, and any prior understandings, agreements and representations, oral or written, are superseded by this Agreement. Buyer acknowledges that BIOCISION's sales representatives and other agents have no authority to make any representations not included herein.

Purchase Order. Buyer may order the Products by submitting a written purchase order to BIOCISION. Any terms or conditions in any purchase order, invoice, acknowledgment, confirmation, or other document provided by Buyer to BIOCISION that are different or in addition to those set forth in this Agreement are expressly rejected by BIOCISION and shall be of no effect, even if in a document signed by a representative of BIOCISION and returned to Buyer.

Price. The prices for the Products set forth in a quotation are valid to Buyer solely during the period set forth in the quotation. After the expiration of such period, BIOCISION shall have the right to change such prices at any time. Prices do not include sales, excise, use, or other taxes (other than taxes based on income) now in effect or hereafter levied by reason of this transaction. Buyer shall pay all such taxes or reimburse BIOCISION for such taxes, if paid by BIOCISION.

1.1 **Payment Terms.** Amounts due pursuant to the quotation and the applicable purchase order shall be invoiced by BIOCISION. Buyer shall pay the full amount of each such invoice in accordance with the payment terms specified in the quotation. BIOCISION reserves the right to require alternative payment terms, including without limitation, sign draft, letter of credit, or payment in advance. Interest on overdue payments shall be assessed at the rate of two percent (2%) per month, or the maximum rate of interest that can be charged under applicable law, starting the month in which such payment should have been made.

Credit. Shipment shall at all times be subject to the approval of BIOCISION's credit department. BIOCISION may at any time and in its sole discretion limit or cancel the credit of Buyer as to time and amount and, as a consequence, may demand payment in cash before delivery of any unfulfilled portion of this Agreement and/or assurance of Buyer's due performance.

Shipment. In the absence of specific shipping instructions accepted by BIOCISION, BIOCISION will ship the Products by such shipping method as BIOCISION determines. When special or export packaging is requested, the cost of the same, if not set forth on the invoice, will be separately invoiced. BIOCISION may make delivery in installments and may render a separate invoice for each installment. Buyer shall pay all invoices for shipping charges upon receipt. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept delivery of remaining installments. All shipments of the Products to Buyer shall be delivered to Buyer's carrier FCA at BIOCISION's shipment point. Title to each shipment of the Products sold hereunder and risk of loss thereon shall pass to Buyer when BIOCISION delivers such shipment to a common carrier.

Delivery. BIOCISION will use reasonable efforts to effect shipment on or before the date indicated; provided, however, that BIOCISION shall not be liable for any delay in delivery due from any cause beyond the BIOCISION's control. In the event of any such delay, BIOCISION shall (a) have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances, (b) have the right, to the extent necessary in BIOCISION's reasonable judgment, to apportion fairly among its customers the Products then available for delivery, and (c) use reasonable efforts to resume normal shipments upon the removal of any such cause beyond BIOCISION's control.

Acceptance. Buyer shall give prompt written notice to BIOCISION of its discovery of any (a) discrepancies in type and/or quantity of the Products delivered from those ordered; or (b) Product defects, in each case within five (5) business days after delivery of the Products to Buyer. In the absence of such notice, Buyer shall be deemed to have accepted the Products. In the event of any discrepancy between the type and/or quantity of the Products ordered and the Products delivered, or if Products fail to conform to the specifications established by BIOCISION therefor, Buyer shall return, within ten (10) business days of delivery of the Product to Buyer, such nonconforming Products to BIOCISION. BIOCISION shall pay for any reasonable shipping expenses incurred by Buyer to return any nonconforming Products to BIOCISION. BIOCISION shall repair or replace the returned Product, at BIOCISION's sole discretion, as soon as reasonably practicable. Notwithstanding the foregoing, BIOCISION shall not be responsible for any Products that fail to pass Buyer's quality control as a result of improper storage and handling during or after shipment to Buyer. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE REPAIR OR REPLACEMENT OF ANY NONCONFORMING PRODUCTS BY**

BIOCISION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BIOCISION'S DELIVERY OF NONCONFORMING PRODUCTS.

Proprietary Rights. BIOCISION retains for itself all proprietary rights in and to all designs, engineering details, patents, copyrights, trademarks, tradenames, and other rights pertaining to any Products sold.

Limited Warranty and Disclaimer. The warranty, if any, with respect to each of the Products shall be as set forth in the applicable product documentation for such Product. OTHER THAN AS SO WARRANTED, THE PRODUCTS ARE PROVIDED "AS IS." BIOCISION MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Limitation of Liability. IN NO EVENT SHALL BIOCISION BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, CONTINGENT, STATUTORY OR ANY OTHER SPECIAL DAMAGES. BIOCISION'S LIABILITY FOR DAMAGES ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT DELIVERED BY BIOCISION SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT ON WHICH THE CLAIM IS BASED. SPECIFICALLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIOCISION SHALL NOT BE RESPONSIBLE OR LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, CONTINGENT, STATUTORY OR ANY OTHER SPECIAL DAMAGES FOR ANY BREACH OF WARRANTY OR OTHER BREACH OF BIOCISION'S OBLIGATIONS UNDER THIS AGREEMENT. BIOCISION SHALL NOT BE LIABLE FOR DAMAGES RELATING TO ANY MATERIALS, PROCEDURE, TRIALS, INSTRUMENT, EQUIPMENT, OR APPARATUS WITH WHICH THE PRODUCTS SOLD UNDER THIS AGREEMENT ARE USED.

Compliance with Laws; Precautions. Buyer shall use the Products in strict accordance with all applicable local, state, and federal laws, regulations and guidelines, including without limitation all safety precautions accompanying the Products. Buyer shall use prudence and reasonable care in the use, handling, storage, transportation, disposition, and containment of the Products.

Restrictions. Buyer shall not, and shall not attempt or purport to: (a) modify, reverse engineer, decompile, or disassemble the Products, or determine the structure of the Products; or (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer its rights to use the Products to any third party.

U.S. Government Agreements. If the Products to be furnished under this Agreement are to be used in the performance of a U.S. Government Agreement or subcontract and a U.S. Government Agreement number shall appear on the Buyers order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

Indemnification. Buyer shall defend, indemnify, and hold harmless BIOCISION from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) resulting from all claims, demands, actions, and other proceedings by any third party arising from (a) the use, handling, storage, transportation, disposition, and containment of the Products by Buyer, and/or (b) a breach of this Agreement by Buyer.

Cancellation. This Agreement may be cancelled by Buyer only upon the payment of reasonable cancellation charges, which will include but not be limited to expenses already incurred for labor and material costs, overhead, commitments made by BIOCISION, and a reasonable profit. In the event of cancellation, Buyer will have no rights in partially completed goods. A purchase order for a custom product may not be cancelled more than three (3) business days after its receipt by BIOCISION, i.e., Buyer will remain liable for the full amount of the purchase order after that time period. Returns of non-defective Products sent in compliance with a valid purchase order shall be subject to a fifteen percent (15%) restocking fee that shall be deducted from any refund due Buyer or, if no refund is otherwise due, shall be paid by Buyer within thirty (30) days of receipt of an invoice therefor from BIOCISION.

Choice of Law. This Agreement is made in, governed by, and shall be construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof, and shall not be governed by the United Nations Convention on Agreements for the International Sale of Goods.

Assignment. This Agreement and Buyer's right hereunder may not be assigned by Buyer except with the prior written approval of BIOCISION.

Waiver. Waiver by BIOCISION of any provision of this Agreement or of any breach by Buyer of any provision of this Agreement shall not be deemed a waiver of future compliance with this Agreement, and such provision, as well as all other provisions of this Agreement, shall remain in full force and effect.