

STANDARD TERMS AND CONDITIONS OF SALE

Section 1. Terms Exclusive:

1.1 This document, together with the quotation, purchase order, purchase order acknowledgement, and documents specified therein, constitutes the complete, exclusive and final agreement of the Buyer identified herein ("Buyer") and Norammar Co., Ltd. ("Norammar") as Seller and may not be added to, modified, superseded or altered except by written agreement or modification signed by an authorized officer of Norammar, notwithstanding any other additional or modifying terms or conditions which may now or in the future appear on Buyer's order or other forms (all of which are objected to by Norammar without future notification), and notwithstanding any shipments, tenders of delivery, acceptance of payments, or other similar acts of Norammar. Notification of objection to additional (or different) terms is given hereby. Buyer's acceptance of any performance by Norammar shall be taken as Buyer's acceptance of these terms and conditions.

NO PERSON (EXCEPT AN OFFICER OF NORAMMAR) IS AUTHORIZED TO BIND NORAMMAR TO ANY ORDER EXCEPT ACCORDING TO THE TERMS AND CONDITIONS HEREOF.

Section 2. Shipment and Delivery

2.1 Unless otherwise specified herein, delivery of the Products specified herein ("Products") will be FOB, Norammar's facility (UCC 2-319; Ohio Revised Code § 1302.32) for sales within the USA else FCA, Norammar's facility (INCO Terms 2010). All shipments hereunder will be made in Norammar's standard shipping packages to Buyer at Buyer's address as set forth in this Agreement. Buyer shall be responsible for obtaining all necessary licenses, permits and/or approvals from the appropriate authorities or governmental agencies for Buyer to purchase and receive and for Norammar to deliver the Products. Any delivery date specified herein is approximate only. Acceptance of shipment by a common carrier, designated shipper or licensed public truckman, allocation of Products to Buyer at premises other than Norammar's, delivery to Buyer's representative or designee (if Norammar's trucks and drivers effect such delivery), or mailing of an invoice by Norammar to Buyer, whichever of the foregoing first occurs, shall constitute tender of delivery. Upon delivery, or tender of delivery, of the Products to the destination port of entry prior to customs, title shall pass to Buyer, subject to Norammar's right of stoppage in transit and to any interest of Norammar reserved to secure Buyer's payment or performance. In the instance of Products held subject to Buyer's instructions or Products for which Buyer has failed to supply shipping instructions, Norammar may invoice Buyer for the Products and Buyer agrees to make payment at the maturity of the invoice so rendered. Products invoiced and held at any location, for whatever reason, shall be at Buyer's risk and Norammar may charge for (but is not obligated to carry) insurance and storage at prevailing rates. Buyer will accept and pay for partial deliveries in accordance with contract prices and terms. If Buyer has expressed an intention not to accept delivery in accordance with any order, no tender of the Products shall be necessary but Norammar may, at its option, give notice in writing to Buyer that Norammar is ready and willing to deliver and such notice shall constitute a valid tender of delivery.

Section 3. Taxes & Duties

3.1 Taxes and Duties: Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, value added, use, or similar taxes); all customs duties, and similar charges (any agent appointed for the purpose of importation of the Products shall be the agent of Buyer, not Norammar); and all personal property taxes assessable on or with respect to the Products.

Section 4. Customs Clearance

4.1 Buyer shall perform the functions necessary to clear the Products through all non-United States customs and similar controls, and it shall arrange for the transportation of the Products from the port of entry to the Buyer.

Section 5. Inspections, Acceptance, and Returns

5.1 Each delivery shall be inspected by Buyer for observable damage and/or non-conformity within ten (10) days of delivery. Failure to so inspect shall constitute a waiver of Buyer's rights of inspection and shall constitute an unqualified acceptance of the Products. If, after such inspection, Buyer attempts to reject any Products, Buyer shall fully specify all claimed damage or non-conformity in a notice of rejection sent to Norammar within ten (10) days of Buyer's receipt of the Products. Buyer's failure to so specify shall constitute an unqualified acceptance of the Products and a waiver of that damage or non-conformity. No Products shall be returned to Norammar without Norammar's prior written agreement and any Products returned by Buyer shall be returned in the same condition as when delivery was effected by Norammar. Norammar reserves the right to assess a return or restocking charge for Products returned for reasons other than damage or non-conformity.

Section 6. Prices

6.1 Unless otherwise specified herein, prices do not include applicable taxes, excises, duties, quotation fees or other governmental impositions which Norammar may be required to pay or collect under any existing or future law, and any such additional charge shall be paid by and/or for the account of Buyer.

Section 7. Payment, Security Interest

7.1 If the terms of payment include any discount for prompt payment, such discount terms shall be strictly enforced by Norammar. If there is no specific contrary agreement upon terms of payment stated herein, payment shall be due and payable within thirty (30) days of the date of the invoice. Buyer shall have no right to offset any amount whatsoever against any payment or other obligation which Buyer may owe to Norammar under the terms hereof. Buyer hereby grants to Norammar a security interest in the Products to secure Buyer's payment of the purchase price and any other charges owed by Buyer, and Buyer agrees that Norammar may (but is not obligated to) take such action as Norammar deems advisable to evidence and perfect its security interest and that Buyer will cooperate with Norammar in the taking of such actions including, without limitation, the signing by Buyer of financing statements.

7.2 Upon Norammar's request, Buyer shall execute and record all necessary documents required under the local laws and/or requested by Norammar to secure to Norammar first right to possession and title to any Products delivered or to be delivered for which Norammar has not received full payment. In all cases, Buyer shall act to protect such interest of Norammar from the claims of others in such Products.

7.3 If any payment due to Noramar is not made by Buyer on or before the due date, Noramar may, at its option and without prejudice to its other rights or remedies, charge Buyer interest on the overdue amount at the rate of 1.5% per month, calculated daily and compounded monthly, from the due date until the date of actual payment. Buyer shall reimburse Noramar for all costs and expenses incurred in the collection of any overdue amount, including, without limitation, legal fees and expenses. Furthermore, Noramar reserves the right to suspend any further deliveries of Products or services to Buyer until all overdue amounts have been paid in full.

7.4 Co-Manufacturing Agreements: If a customer enters into a co-manufacturing agreement with another company, Noramar shall not be obligated to supply products or services to either party if any of the companies involved are delinquent on payments owed to Noramar. Noramar reserves the right to review and approve any co-manufacturing arrangements to ensure that all parties comply with Noramar's payment terms.

Section 8. Casualty and Availability of Supplies; Delay

8.1 Delivery of the Products is contingent upon Noramar's ability to obtain the supplies, raw materials and services through its regular and usual sources of supply. If by reason of any contingency beyond Noramar's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain labor, material and service through Noramar's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence, Noramar is not able to meet anticipated deliveries, Noramar shall not be liable therefor and may, in its discretion without prior notice to Buyer, postpone the delivery date(s) designated in the purchase order or other applicable document for a time which is reasonable under all the circumstances.

8.2 In the event that Buyer defers shipment for more than fifteen (15) days, in addition to all other rights of Noramar hereunder, Buyer shall be responsible for storage charges.

Section 9. Cancellation

9.1 Noramar may cancel or terminate all or part of the contract arising from or evidenced by this document immediately upon the happening of any of the following: Buyer's material delinquency of any of its obligations hereunder or with respect to any other order or transaction with Noramar; the insolvency of Buyer; the appointment of a receiver under Title 11 U.S.C., as amended (the "Bankruptcy Code"), or the commencement of a case under any chapter of the Bankruptcy Code for, by or against Buyer; Buyer's suspension or termination of business or assignment for the benefit of creditors; or any event, whether or not similar to the foregoing, which in Noramar's good faith belief materially impairs the prospect of payment or performance by Buyer hereunder. Noramar's rights to cancel or terminate set forth herein may be exercised by Noramar without liability.

Section 10. Statutory Compliance

10.1 Noramar shall attempt to comply with all applicable laws, standards and specifications in good faith. However, Noramar is not responsible for compliance with any laws, standards or specifications imposed by governmental

authorities outside of the United States of America to the Products, their delivery, use, handling, labeling, transportation or disposal, whether of general or particular application, unless Buyer has furnished specific written notice thereof prior to Norammar's entry of Buyer's order and the President of Norammar acknowledges in writing receipt and acceptance as a part of the order such law, standard or specification.

Section 11. Permissible Variations

11.1 Norammar has the right, without giving notice to Buyer, prior to the delivery of Products to Buyer to make any changes in the composition of the Products which, in the opinion of Norammar, does not affect the general characteristics or properties of the Products. In addition, Norammar may make any change or variation in the Products which is within governmental or industry standards or specifications applicable at the time of manufacture without giving notice to Buyer. Buyer will accept any Products which may incorporate any changes in the composition or specifications, and any increase in price resulting from such change will be paid if agreed by Buyer.

Section 12. Representation by Agent or Representative

12.1 The terms of this document shall govern the liability and obligations of Norammar in regard to the sale of Products, whether the sale was procured directly by Norammar or indirectly through an authorized sales representative. No agent, employee or representative of Norammar has any authority to bind Norammar to any additional or contrary affirmation or representation concerning the Products sold under this document. Unless an affirmation or representation is specifically included within this document or is in writing signed by an officer of Norammar, it shall not be enforceable by Buyer or by any person claiming by or through Buyer.

Section 13. Return Merchandise Authorization (RMA)

13.1 Mandatory RMA Requirement: Customers must obtain a Return Merchandise Authorization (RMA) document from Norammar Co., Ltd. ("Norammar") prior to shipping any laboratory instruments to our facility for calibration and performance maintenance. The RMA document must be included inside the shipping package and all correspondence regarding the return must reference the RMA.

13.2 Responsibility Disclaimer: Norammar shall not be held responsible for any laboratory instruments sent to our facility without an RMA document. Instruments received without an RMA document may be refused and returned to the sender at the sender's expense. Norammar disclaims all liability for loss, damage, or delays incurred for instruments sent without an RMA document.

13.3 Return Instructions: Customers must follow the return instructions provided by Norammar when obtaining the RMA document. Failure to adhere to these instructions may result in processing delays or additional handling fees.

13.4 RMA Validity: RMA documents are valid for 30 days from the date of issuance. Instruments must be received by Norammar within this timeframe. After 30 days, the RMA document will expire, and a new RMA document must be obtained.

Section 14. Warranty

14.1 Norammar warrants to Buyer for one year from the date the Products are delivered to Buyer that the Products are free from defects in materials and workmanship under use in accordance with Norammar's instructions and utilizing antibodies, reagents and other consumables supplied or approved by Norammar. This

warranty will not apply to any defect arising from willful damage, negligence, misuse, mishandling, or alteration or repair of the Products without Norammar's express written approval, or to any use of fluids, reagents and other consumables not supplied or approved by Norammar. Norammar's obligation under this warranty will be limited to the repair or replacement of those Products that prove defective, at Norammar's discretion. **THE WARRANTIES SET FORTH HERE ARE EXCLUSIVE AND NORAMMAR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE MADE BY NORAMMAR OR ARE AUTHORIZED TO BE MADE WITH RESPECT TO THE PRODUCTS. NORAMMAR'S LIABILITY FOR BREACH OF WARRANTY WILL IN NO EVENT EXCEED THE PRICE OF THE PRODUCTS SOLD TO BUYER.**

14.2 Limitation of liability. UNDER NO CIRCUMSTANCES WILL NORAMMAR BE LIABLE FOR ANY INDIRECT LOSS, DAMAGE, EXPENSE, OR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO INTERRUPTION OF BUSINESS OR LOSS OF BUSINESS OR PROFITS) IN CONNECTION WITH THE DESIGN, MANUFACTURE, DELIVERY, INSTALLATION, SERVICING OR OPERATION OF THE PRODUCTS, EVEN IF NORAMMAR WILL HAVE BEEN ADVISED IN ADVANCE OF THE LIKELIHOOD THEREOF.

14.3 No affirmation of Norammar by words or action, other than as set forth herein, shall constitute a warranty. This warranty does not apply to any Product which has been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to unauthorized parts or attachments), or adjustment or repair performed by anyone other than Norammar.

Section 15. Ownership

15.1 The specifications, drawings, manufacturing data and other information between Buyer and Norammar in connection with the contract are the property of the originating party and are disclosed in confidence subject to the condition that they are not to be reproduced, copied, or used for any purpose detrimental to the interest of the other.

Section 16. Insurance

16.1 Norammar's standard insurance statement shall apply, which Norammar shall furnish to Buyer upon request.

Section 17. Miscellaneous

17.1 All sales are subject to approval by Norammar's credit department. Orders entered on Norammar's books cannot be countermanded nor deliveries deferred except with Norammar's written consent and upon terms that will indemnify Norammar against all loss. The contract arising hereunder will be governed by the law of the State of Ohio. The state and federal courts situated in Cuyahoga County, Ohio, United States of America, shall have jurisdiction over the parties and any dispute arising under the contract or agreement between the parties. If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

17.2 No right or interest in the contract arising from this document shall be assigned by Buyer and no delegation of any obligation owed by Buyer shall be made without the prior written permission of Noramar.

17.3 The individual rights and remedies of Noramar reserved herein shall be cumulative and additional to any other or further remedies provided in law or equity. Waiver by Noramar of performance or inaction with respect to Buyer's breach of any provision hereof, or failure of Noramar to enforce any provision hereof which may establish a defense or limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written.

17.4 As used herein, "Buyer" and "Noramar" include the respective heirs, executors, personal representatives, successors and permitted assigns of each.