

#### Terms and Conditions Applicable to the Purchase of Goods from Foster Stone International:

**Acceptance-Agreement:** By purchasing and accepting delivery of products ("Products") supplied by Foster Stone International, LLC ("FSI") you agree to be bound by these terms and conditions (the "Terms and Conditions"). Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect.

**Changes:** Once submitted, any change(s) to your order(s) may be made only with advance written approval of FSI and such changes may require different terms, including a change in the price and/or time of delivery. Once submitted, you may not cancel any order unless cancellation is expressly approved by FSI in writing, which approval may be contingent on your payment of FSI's costs or other charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on FSI by its suppliers, and any other costs resulting from cancellation. A verified bill of costs issued by an officer or other authorized representative of FSI shall be conclusive as to the amount of such costs. FSI reserves the right to cancel any order, in whole or in part, upon your breach of these terms and conditions or your bankruptcy, insolvency, dissolution, receivership proceedings, or upon the occurrence of any event leading FSI to reasonably question your willingness or ability to perform.

**Delivery, claims:** All sales will be delivered Ex Works FSI's shipping point unless otherwise noted. If shipping and handling charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of Products to the carrier at FSI's shipping point shall constitute delivery to you and you shall bear all risk of loss or damage in transit. The general method of shipment for each item is listed in FSI's product directory. However, FSI reserves the right, in its sole discretion, to determine the exact method of shipment for any particular shipment. FSI reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve you of your obligations to accept remaining deliveries. Immediately upon your receipt of any Products shipped hereunder, you shall inspect the same and shall notify FSI in writing of any claims for shortages, defects or damages and shall hold Products for FSI's written instructions concerning disposition. If you fail to so notify FSI within five days after the Products have been received by you, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the you.

**Delays:** Any specified delivery dates are estimates only and do not represent a promise by FSI to deliver Products at a date certain. FSI shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond FSI's reasonable control, including, without limitation, unsuccessful reactions, act(s) of you, embargo or other governmental act, regulation or request affecting the conduct of FSI's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices. If any such event continues for longer than 180 days, either party may terminate your order and you will pay FSI for work performed prior to termination and all reasonable expenses incurred by FSI as a result of termination. In the event of delays in delivery or performance caused by force majeure or by you, the date of delivery or performance shall be extended by the period of time FSI is actually delayed or as mutually agreed. If, for reasons other than the foregoing, FSI should default or delay or not deliver Products, your sole remedy against FSI is an option to cancel your purchase order, through prior written notice to FSI.

**Payment and Interest:** Unless otherwise stated, payment in full shall be made within 30 days of invoice. FSI reserves the right to require an advanced deposit of up to 100% of the purchase price at the time of order or any time prior to delivery as a condition of performance. If for any reason FSI, in its sole and unfettered discretion, deems the ultimate collectability of the purchase price to be in doubt, FSI may, without notice to you, delay or postpone the delivery of the Products and may, at its option, change the terms of payment to payment in full or in part in advance, with respect to the entire undelivered balance of Products. In the event of default by you in the payment of the purchase price or otherwise, FSI, at its option, without prejudice to any other of FSI's lawful remedies, may defer delivery, cancel your order and any other order of you, or sell any undelivered products on hand for the account of you and apply such proceeds as a credit, without set-off or deduction of any kind, against the agreed upon purchase price, and you agree to pay the balance then due to FSI on demand. You agree to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by you in any of the terms hereof. Invoices remaining unpaid after their due date will be subject to an interest charge of 1.5% per month (or the maximum rate allowed by law). You must pay all costs of collection on unpaid amounts, including (without limitation) attorneys' fees and related costs.

**Taxes and other charges:** FSI shall not be responsible for the payment of any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between, with the sole exception of any sales taxes invoiced and collected from you by FSI. All other such charges (if any) must be paid by you separately and in addition to the prices quoted or invoiced. In the event FSI is required to pay any such tax, fee or charge, you shall reimburse FSI therefore; or, in lieu of such payment, you shall provide FSI at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

**Pricing:** Any quotation provided by FSI is firm only if you place a corresponding order within the time specified on the quote or, if no time period is mentioned, within 5 days.

**Warranties:** FSI warrants that its products shall, at the time of delivery, conform to the description of such products as provided to you by FSI through FSI's product directory, analytical data or other then-current literature. **THIS WARRANTY IS EXCLUSIVE, AND FSI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS.** FSI's warranties made in connection with this sale shall not be effective if FSI has determined, in its sole discretion, that you have misused the Products in any manner, have failed to use the Products in accordance with industry standards and practices, or have failed to use the Products in accordance with instructions, if any, furnished by FSI. **FSI'S SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO FSI'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN FSI'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH FSI'S INSTRUCTIONS. FSI SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF FSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, COST OF CAPITAL, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY FSI'S GROSS NEGLIGENCE. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. FSI'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCTS THAT GIVE RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (30 Days) OF SHIPMENT, REGARDLESS OF THEIR NATURE.**

**Returns:** Products may not be returned for credit except with FSI's permission, and then only in strict compliance with FSI's return shipment instructions. You must obtain advance written authorization from FSI and a written return authorization document in the form then in use by FSI, prior to returning any Products. Certain items and quantities may not be returned for credit or under any circumstances. These items include, but are not limited to: diagnostic reagents, refrigerated or frozen products; reagents and standards which have passed their expiration dates; custom products or special orders; products missing labels, parts, or instruction manuals; and books, computer software and equipment removed from their original packaging. Any returned items may be subject to a 20% processing fee and must be returned within 90 days of purchase.

**Miscellaneous:** FSI's failure to strictly enforce any particular term or condition contained herein or to exercise any right with respect to your order shall not constitute a waiver of FSI's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies are cumulative and are in addition to any other rights and remedies FSI may have at law or in equity. Any waiver of a default by you shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any of these terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings herein are for convenience only; they form no part of the Terms and Conditions and shall not affect their interpretation. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

**Choice of Law:** This Sales Order, and any contract formed hereunder, shall be governed by, and construed under the internal laws of the State of Texas, without regard to principles of conflict of law, as the same may be from time to time in effect, including, without limitations the Uniform Commercial Code as in effect in the State of Texas.