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General Terms and Conditions of Sale; Shimadzu Scientific Instruments, Inc.

This sales agreement ("Sales Agreement"), includes these General Terms and Conditions of Sale and such other documents concerning the purchase of equipment and/or Products designed and/or manufactured by Shimadzu ("Products"), that are executed by and between Shimadzu Scientific Instruments, Inc. ("SSI") and the purchaser ("Buyer") including , the price quote provided by SSI; purchase order issued by Buyer as modified and accepted by SSI; bill of sale for Products; bill of lading issued for the shipment of Products; and product invoice. **All Products except designated CL versions of HPLC and LCMS, shall be for research use only and not for use in the diagnosis of disease or other conditions, including a determination of the state of health, in order to cure, mitigate, treat or prevent disease or its sequelae ("Diagnostic Purposes").**

PRICES

The prices set forth in the Sales Agreement:

- (i) are SSI's domestic prices based upon manufacture of the quality and type of Product(s) ordered for shipment to and end use within the United States - all Products shipped for end use outside the United States shall be subject to SSI's international pricing;
- (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer;
- (iii) III. and, unless otherwise specified, do not include warranty service or installation outside the United States. Errors in Product pricing or related terms by SSI which may, in SSI's sole discretion, be deemed clerical errors are subject to correction by SSI at any time.

SPECIFICATIONS

Weights, specifications and dimensions set forth in Product related sales literature ("Sales Literature") are not guaranteed unless previously certified in writing.

TERMS OF PRODUCT USE

Buyer represents and warrants that the Products have not been purchased for Diagnostic Purposes and that the Buyer will not at any time use the Products for Diagnostic Purposes, except designated CL versions of HPLC and LCMS Products. The Buyer acknowledges that use of the Product for Diagnostic Purposes is cause for Termination of this Agreement.

TERMS OF PAYMENT

All payments due under the Sales Agreement are net thirty (30) days from date of the invoice unless otherwise specifically stated on the invoice, and shall be made by check, or wire transfer. Payment by credit card is subject to a convenience fee of 3% of the amount charged. Invoices are payable on the date due at any place of collection designated by SSI in funds bankable at par. Payment made beyond terms will be subject to simple Interest of 1-1/2% per month on the outstanding balance. All orders are accepted and SSI's obligation to make deliveries, are subject to SSI's right to either:

- require Buyer to make payment of all or any part of the purchase price in advance of delivery of Product(s), or
- make shipment of Products to Buyer payable C.O.D.

If Buyer fails to make advance payment, any payment becomes delinquent or refuses to accept C.O.D. shipments, SSI shall have the right, to cancel the Sales Agreement, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for Products. Each shipment shall be considered a separate and independent transaction and payment therefor

shall be made accordingly. Buyer must notify SSI within fifteen (15) days from the invoice date if Buyer has not received the Product(s).

REPOSSESSION

In the event of nonpayment SSI may reclaim possession of any and all Products delivered to Buyer for which payment has not been made. In the event that SSI elects to exercise its right to reclaim Products, said election shall not exclude of any other remedy to which SSI may be entitled. To the extent that SSI reclaims Products, it shall credit Buyer's account for the value of the same, less the costs of repossession repair or refurbishing as determined by SSI in its sole discretion. Products may be reclaimed by repossession upon five (5) days prior notice of SSI's intention to elect such remedy. Such notice shall state the date, time and location that Products shall be available for repossession. Such notice shall provide Buyer with a final opportunity to cure the default. All costs of collection, including legal fees and costs of repossession, shall be added to Buyer's account.

SECURITY INTEREST

To secure any and all payment obligations of Buyer to SSI, Buyer hereby grants to SSI a purchase money security interest in the Products and all additions or improvements thereto and acknowledges that SSI will file financing statements to record such interest as provided by the Uniform Commercial Code.

SHIPMENTS

- The cost of packaging for domestic shipments is included in the quoted price unless otherwise provided. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- For shipments to and from places within the United States, all shipments, unless otherwise agreed in writing, shall be Freight on Board Destination ("FOB") point of shipment and title and risk of loss or damage shall pass to Buyer at the point of shipment. The cost of transportation and insurance (if requested by Buyer) shall be borne by Buyer.
- For shipments from the United States to ports and or places outside the United States all shipments are, unless otherwise agreed in writing, FOB Columbia, MD. SSI's obligation to affect shipment of the Products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title and all risk of loss or damage shall pass to Buyer when the Products are made available for shipment to a carrier at the designated FOB location. If shipped FOB Destination, upon arrival Buyer shall be entitled to conduct a reasonable investigation of the Products purchased by it, but all claims for losses due to loss or damage to Products while in transit shall be waived unless made immediately in writing by Buyer to SSI, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the Products for unverifiable claims for loss or damage to Products occurring while in transit, all sums paid on deposit shall be retained by SSI as liquidated damages, provided, however, that SSI may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.
- All claims for damage or loss of insured shipments shall be immediately communicated, when possible, to SSI at Shimadzu Scientific Instruments, Inc. 7102 Riverwood Drive, Columbia, Maryland 21046-2502 Attn: Customer Service, Phone: (410) 381-1227.

Buyer shall immediately notify delivering carrier of loss or damage to the shipment and SSI will cooperate with Buyer in the adjustment of all claims. Buyer agrees to permit SSI or SSI's representative to inspect damaged Products.

TERMINATION

Upon any termination or cancellation of the Sales Agreement by Buyer (as permitted by the terms of the Sales Agreement), either in whole or in part, Buyer agrees to promptly pay SSI not less than twenty percent (20%) of the total amount of the Sales Agreement.

RETURNED PRODUCTS

All returns must be pre-authorized by SSI and a Return Goods Authorization ("RGA") number must appear on the face of the package. Returned Products will be subject to a restocking charge of twenty percent (20 %) of the total amount of the Sales Agreement.

ALLOCATION OF PRODUCTS

If SSI is unable for any reason to supply all of the Products specified in Buyer's order, SSI may allocate its supply among any or all buyers, including Buyer, in its sole discretion without liability for any failure of performance which may result therefor.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is SSI's best estimate of the time the Product order will be shipped and SSI assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES AND OTHER CHARGES

All taxes on Products, goods and/or services sold under the Sales Agreement, including but not limited to federal, state and local excise, sales or use taxes, shall be borne solely by Buyer. Buyer shall be obligated to pay all taxes set forth on invoices, in accordance with the terms of payment, unless Buyer has furnished SSI with written proof of exemption from tax in the form of a certificate of exemption or an equivalent document. If, notwithstanding the foregoing, any taxing authority attempts to assess taxes, Buyer shall release and indemnify, defend and hold harmless SSI from any and all loss, damages, claims or cause of action, including, but not limited to, tax, interest, penalties and professional fees, related to such attempted assessment and shall make payment to SSI for any such costs paid by SSI and invoiced to Buyer in accordance with the terms of payment.

PATENTS

SSI shall defend any suit or proceeding brought against Buyer any Product furnished under the Sales Agreement constitutes a direct infringement of any United States patent and/or intellectual property rights having a claim or claims covering solely the Product itself, if notified promptly in writing and given authority, provide information and assistance (at SSI's expense) for the defense of same, and SSI shall pay all damages and costs awarded therein against Buyer. In the event the Product

identified in such suit is held to constitute Infringement and the use of said Product is enjoined, SSI shall, at its own option and at its own expense, either:

- procure for Buyer the right to continue using said Product,
- replace the same with a non-infringing Product,
- modify it so it becomes non-infringing, or
- remove said Product and refund the purchase price and transportation costs thereof. The foregoing obligations of SSI shall not apply to any infringement claim based upon:
 - any use of any Product sold hereunder in any process or in conjunction with any other product,
 - any Product manufactured to Buyer's design or any Product having a design arising from SSI's compliance with Buyer's specifications; or (iii) use of any Product sold hereunder, if the Product has been modified or customized by Buyer.

The foregoing sets forth the entire liability of SSI for patent infringement by said Product. If any suit or proceeding is brought against SSI based on claims that the goods manufactured by SSI in compliance with Buyer's specifications and supplied to Buyer directly infringe any fully Issued United States patent, then the patent indemnity obligations herein stated with respect to SSI shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, SSI warrants that the Products sold under the Sales Agreement shall be free from defects in workmanship and materials for one (1) year after shipment of the Products to the original Buyer by SSI (the "Warranty"), and if any such Products should prove to be defective within such one year period, SSI's sole liability (and Buyer's sole and exclusive remedy) shall be, at its option, either (1) to correct by repair or, at SSI's election, by replacement with equivalent product any such defective Product, provided that Investigation and factory inspection discloses that such defect developed under normal and proper use, or (2) to refund the purchase price. The exceptions and conditions are as follows:

- Components or accessories manufactured by SSI which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by SSI. A complete list of such components and accessories is maintained at the factory;
- SSI makes no warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory SSI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty;
- Any Product claimed to be defective must, if required by SSI, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the Product is found to be defective, in which case SSI will pay all transportation charges;
- If the Product is a reagent or the like, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on the label at the time of delivery;
- A special warranty may be provided with Products, and, where applicable, such warranty shall be deemed incorporated herein by reference;
- All warranties, whether expressed or Implied, shall be void if any Product covered is repaired or modified by persons other than SSI authorized service personnel unless such repair by others is made with the written consent of SSI; and
- SSI's obligations pursuant to all warranties, either express or implied, shall be expressly conditioned upon payment in full by Buyer for the Products covered by the warranties. In the event of non-payment, whether for the entire purchase price or a part thereof, SSI shall be released from all obligations under all warranties, either express or implied.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OR WARRANTY OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THAT NEITHER BUYER NOR SSI SHALL HAVE ANY LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS

OF PLANT, EQUIPMENT OR PRODUCTION. THE LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BE APPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THE SALES AGREEMENT.

If a SSI Special Warranty (covering a designated Item or items) is contained in the provided manual or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement the foregoing warranty. In the event of a conflict between the terms and conditions specified herein and those specified in such Special Warranty, the terms and conditions specified herein shall control. SSI's warranties made in connection with this sale shall not be effective if SSI has determined, in its sole discretion, that Buyer has misused the Products in any manner, has failed to use the Products in accordance with industry standards and practices, or has failed to use the Products in accordance with instructions, if any, furnished by SSI. Representations and warranties made by any person, including dealers and representatives of SSI, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon SSI unless expressly assumed in a writing approved and signed by an authorized officer of SSI. By signing the Sales Agreement, the Buyer specifically acknowledges that no representations or warranties were made by any person, including dealers and representatives of SSI, that the Product may be used for Diagnostic Purposes.

CONTINGENCIES; FORCE MAJEURE

SSI shall be entitled to cancel or rescind the Sales Agreement, without liability for loss or damage resulting therefrom, if:

- any Product covered by the Sales Agreement is purchased for end use outside the United States;
- the Buyer breaches any of its representations or warranties found in this Agreement; or
- the performance of SSI's obligations under the Sales Agreement is in any way adversely affected by the occurrence of any contingency beyond the control of either SSI or SSI's suppliers, including but not limited to: (a) war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of a public enemy, or other act of civil disobedience; (b) failure or delay in transportation; (c) act of any government, government agency or subdivision of any government, or any judicial action affecting the terms of the Sales Agreement; (d) labor dispute, shortage of labor, fuel, raw material or technical or yield failure where SSI has exercised ordinary care in the prevention thereof; and (e) accident, fire, explosion, flood, storm or other act of God.

U.S. GOVERNMENT CONTRACTS

If the Products to be furnished under the Sales Agreement are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulations that are required to be included in U.S. Government contracts and subcontracts shall be incorporated herein by reference, including, without limitation, the Federal Acquisition Regulations and the Fair Labor Standards Act of 1938, as amended.

INDEMNIFICATION

Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Products. SSI makes no promise or representation that the Products or related services will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of SSI. SSI's Products are not for use in or with any nuclear facility unless specifically so stated by SSI in writing. SSI's Products are not for use for Diagnostic Purposes. SSI shall not be responsible for any losses or damages sustained by Buyer or any other person as a result of improper installation or misapplication of the Products. Buyer shall release and indemnify, defend and hold harmless SSI and its agents and employees against any and all loss, damages, claims, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, SSI, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other, it reasonably knows to be confidential.

FDA REQUIREMENTS

If any Product sold by SSI to Buyer is subject to regulation by the Food and Drug Administration as a device, then as to any such Product, sale and delivery is contingent upon successful completion and processing of a 510(k) notice. If such a 510(k) notice cannot be obtained by SSI, SSI shall have no obligation to deliver the Product.

COMPLIANCE WITH LAWS

Buyer agrees to comply fully with all federal, state, county and local laws, rules and regulations concerning the purchase, sale and use of Products. Without limiting the foregoing, Buyer agrees to comply with any the Export Administration Regulations; Federal Food, Drug & Cosmetics Act; the International Traffic in Arms Regulations of the United States; and the Foreign Corrupt Practices Act of the United States in so far as they apply to the sale of Products. To the extent the Products require license for export, the Products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion may be prohibited by law.

APPLICABLE LAW, JURISDICTION VENUE

The Sales Agreement is made and entered into, and shall be governed, enforced and interpreted in accordance with the laws of the State of Maryland. The Sales Agreement shall be deemed to have been made in Columbia, Maryland and, except for local filing requirements and laws relating to the conflict of laws, shall be governed and construed in accordance with the laws of the State of Maryland. Buyer hereby consents and agrees to the non-exclusive jurisdiction of the courts of the State of Maryland with respect to any provision or dispute arising under the Sales Agreement.

GENERAL PROVISIONS

The rights and obligations under these General Terms and Conditions of Sale will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under these General Terms and Conditions of Sale. SSI and Buyer are not, and will not be, joint ventures', partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. If any of the terms of these General Terms and Conditions of Sale or the Sales Agreement are subsequently or are now illegal, they will be severed without affecting the remaining terms. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.

ENTIRE AGREEMENT

This Sales Agreement, and any attachments, exhibits are intended by the parties as a complete and exclusive statement of the terms of their agreement, and supersede all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade may be used by Buyer to supplement or explain any term used herein.