

Pipette Calibration Services, Inc.

Standard Terms and Conditions of Sale of Routine Service by Pipette Calibration Services, Inc.

1. CONTRACT – All current and future services performed by Pipette Calibration Services, Inc. (“Company”) for the original purchaser (“Buyer”) are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer’s purchase order, including Buyer’s terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company’s field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer’s acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

2. QUOTATIONS AND PUBLISHED PRICES – Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices for products, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company’s published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning “most favored customer” pricing which may appear in any of Buyer’s documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

3. TAXES – Company’s prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment or invoicing. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT – Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer’s account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the delivery of service, or the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company’s sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

5. CHANGES – Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

6. CANCELLATION – Undelivered parts of any product order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

7. GATE PASSES – Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.

A. PARTS – If any part provided by Company proves to be defective in material and/or workmanship within six (6) months from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

B. SERVICE – Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within six (6) months after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

C. GENERAL – The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any product at any time following Company's completion of service. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

9. INDEMNITY – Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.

10. REGULATORY LAWS AND OR STANDARDS – The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep the performances of its services in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

11. INTELLECTUAL PROPERTY – The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.

12. DISCLAIMER OF DAMAGES – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

13. LIMITATION OF LIABILITY – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

14. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company's obligations hereunder.

15. INSURANCE – Upon request, Company shall provide evidence of insurance in accordance with its standard coverage and limits. Company does not provide third parties direct access to its insurance or give additional rights to its insurance, such as naming additional insured parties.

16. TERMINATION – Services may be terminated: (i) by Company if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event Company elects not to terminate the services, it may adjust its rates for service due

to the foregoing factors; (ii) by Company in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the repair estimate provided by Company pursuant to section 1 above. Following termination, any further work performed on Buyer's equipment will be on a time and materials basis only; or (iii) by either party upon 30 days prior written notice to the other party.

17. FORCE MAJEURE – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

18. INTERPRETATION – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

19. SURCHARGES – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

20. GOVERNING LAW AND PLACE OF JURISDICTION – The legal relationship between Buyer and Company shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America. Exclusive place of jurisdiction shall be Middlesex County, Massachusetts. Company however reserves the right to initiate court proceedings against the Buyer at any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.