

Terms and Conditions of Sale
SPEX® SamplePrep LLC, a Cole-Parmer® company (“Seller”)

1. OFFER AND ACCEPTANCE: Acceptance by Seller is expressly limited to the terms and conditions hereof and no oral statement shall modify or add to the agreement between the parties. Any terms and conditions contained in any document issued by Buyer are expressly rejected. These terms and conditions shall be part of any subsequent contract between the parties unless Seller otherwise specifically agrees in writing to modifications.

2. PRICES/CHARGES/TAXES: The prices quoted do not include any shipping charges, sales, use, excise, value-added or other similar taxes, duties or tariffs imposed with respect to the sale or purchase of Seller’s products (each, a “Product” and collectively, the “Products”), all of which shall be paid by Buyer. Prices quoted by Seller or Seller’s representatives are valid for the time period set forth in the quotation or if no time period is specified, for thirty (30) days from the date of the quotation. Except as set forth in the preceding sentence, all prices published by Seller may be changed at any time without notice unless otherwise set forth in writing by Seller. If no price has been specified or quoted by Seller, then the price will be Seller’s list price in effect at the time of shipment. Except as otherwise agreed in writing by Seller, all prices are subject to adjustment at least one time annually and may also be adjusted on account of changes in specifications, quantities or shipping arrangements, increases in the cost of raw materials or cost of production, imposition of tariffs, other terms or conditions which are not part of Seller’s original price quotation or due to other causes not within the control of Seller.

3. DELIVERY: Any time of delivery stated is approximate only. Seller shall not be liable for delay in performance or inability to perform occasioned by any unforeseen conditions or force majeure events, including but not limited to, labor disputes, lockouts or labor shortages, embargo, war, insurrections, riots, terrorism, civil commotion, damage to factory, governmental law and regulation, inability to obtain labor materials, act of God or public enemy, fires, floods, severe weather, earthquakes, delays caused by any civil, governmental or military authority (including government priority, preference or allocation), delays of suppliers in furnishing parts, components, materials, services or finished products, epidemics, pandemics, or other causes beyond Seller’s reasonable control affecting Seller, its suppliers, or any shipper. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Products as to which delivery is delayed due to any cause within Buyer’s control may be placed in storage by Seller at Buyer’s risk and expense and for Buyer’s account. Orders placed by Buyer with Seller may not be canceled after shipment except upon Seller’s written consent, and subject to Buyer’s acceptance of Seller’s cancellation and/or restocking charges that shall protect Seller against costs and expenses associated with such cancellation. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid) if the manufacture or sale of the subject Products is or becomes technically or economically impractical or if the manufacturer ceases to manufacture the Product for any other reason.

4. WARRANTY: For any Products sold by the Seller to the Buyer or any repair or service, Seller agrees to repair or replace, without charge to the Buyer, defective labor, materials, or workmanship of which the Seller is notified in writing before the end of the applicable warranty period set forth below, subject to confirmation of the defect by Seller.

(a) Sample Preparation Equipment: Standard warranty is three (3) years from the date of original shipment unless otherwise stated on the label, with the exceptions of Silicon nitride, zirconia, and other grinding accessories, which are not warranted.

(b) Repairs, replacements, or parts: the longer of thirty (30) days from completion of the repair or replacement and the remaining original warranty period for the Product that was repaired or replaced.

(c) The above warranties do not cover (i) consumables, or (ii) Products manufactured by others,, provided that Seller shall cooperate with Buyer in obtaining the benefits of warranties by manufacturers of such Products but assumes no obligations with respect thereto, or (iii) wear parts (which are listed in Product operation manuals), i.e., parts that wear out through use and must be replaced periodically for proper operation or (iv) defects or non-conformities that arise from or relate to: (1) normal wear and tear, (2) accident, disaster or event of force majeure, (3) abuse, neglect, misuse, fault or negligence of or by Buyer, (4) use of the Products in a manner for which they were not designed, (5) causes external to the Products such as, but not limited to, power failure or electrical power surges, (6) improper storage and handling of the Products, (7) use of the Products in combination with equipment or software not supplied by Seller, (8) ordinary maintenance, (9) alterations, repairs or installations that have not been performed by Seller or its authorized representative or (10) failure to maintain Products in accordance with Seller's written instructions.

All defective Products replaced pursuant to the above warranty become the property of the Seller. Minor adjustments are not covered by the warranty. Labor, materials, and expenses shall be billed to the Buyer at the rates then in effect for any repairs or replacements not covered by this warranty. The shall pay return freight for warranty claims, but Seller will pay return freight to the Buyer if the warranty claim is valid. Seller reserves the right to judge whether a malfunction is due to defects in materials or workmanship, or to wear, negligence, or misuse or to other excluded causes listed above.

This warranty shall not apply to any SPEX SamplePrep LLC manufactured components that have been repaired, altered, or installed by anyone not authorized by SPEX SamplePrep LLC in writing. We reserve the right to determine if there has been any misuse of our equipment.

5. LIMITATION OF LIABILITY: Seller's liability to Buyer from any and all causes, based on any legal theory or cause of action, shall be limited to direct damages in an amount not to exceed the sum paid by the Buyer to the Seller for the Product that is the subject of the Buyer's claim. Such limitation shall be the extent of Seller's liability regardless of the form in which any legal or equitable action may be brought against the Seller (e.g.: contract, negligence, or otherwise) and the foregoing shall constitute the Buyer's sole remedy. (b) THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INSPECTION AND ACCEPTANCE: Buyer must inspect Products within five (5) calendar days of receipt. If any damage is discovered, Buyer is responsible for filing any and all claim(s) with the carrier unless Seller in writing otherwise agrees to do so. Buyer shall not file warranty claims for damages incurred in shipping and handling.

7. SHIPPING TERMS: Shipping terms for all sales of Products are Ex-Works, Metuchen, NJ, unless otherwise specified. All delivery and handling charges, shipping charges, duties, sales, use, excise, value-

added and other taxes imposed shall be paid for by the Buyer. Risk of loss and damage to Products shall pass to Buyer upon Seller's delivery of the Products to the carrier. However, title to such Products shall remain with or in Seller's name until payment has been made in full.

8. PAYMENT: Payments shall be made in full within thirty (30) days from the date of invoice, unless otherwise specified. A monthly service charge will be added to balances extended beyond thirty (30) days equivalent to one and one-half percent (1-1/2 %) per month (except where local laws prohibit, in which case the rate will be the highest allowed under law). Seller will have no liability under the warranty set forth above while Buyer is delinquent, or any payment is due to Seller. If shipment is deferred at Buyer's request, payment shall nevertheless be due after notice to Buyer that the Products are ready for shipment. Reasonable storage charges shall be paid by Buyer after seven (7) days unless otherwise agreed in writing and signed by Seller.

9. DESIGN/MANUFACTURING CHANGES: Seller reserves the right to make any changes in details of design, specifications, manufacture, or construction of Products.

10. CANCELLATION & RETURN POLICY: An order once placed and accepted by Seller may be cancelled only upon Seller's written consent and may be subject to a restocking fee. Restocking charges of twenty-five percent (25%) will apply on any order cancelled within sixty (60) days of the scheduled ship date. Any cancellation request for orders scheduled to ship within thirty (30) days from request day will not be granted. No Product may be returned except under warranty and with the prior written approval of Seller as evidenced by a Return Materials Authorization ("RMA"). Custom, special order and/or private labeled Products are not cancellable or returnable.

11. PATENTS/COPYRIGHTS: If any Product of Seller's design, when used for its normal purpose, infringes a United States patent and if Buyer has given prompt written notice of such infringement, Seller at its option (a) shall obtain for Buyer the right to use such Product, free of charge; or (b) shall substitute for such Product another equally suitable Product; or (c) at Seller's own expense shall defend any suit or legal proceeding which may arise as a result of such infringement and in any such suit or legal proceeding shall satisfy any final award for such infringement, Seller's obligations hereunder are subject to the conditions that the infringement not arise (i) from the combination of the Products furnished by Seller with the other equipment, software or devices not furnished by Seller, or (ii) from modification or alteration of the Product, or (iii) from the use of the Product in an application or environment for which it was not designed or (iv) from compliance with Buyer's designs, specifications or instructions. In no case shall the liability of the Seller exceed that limitations set forth in paragraph 5 of these Terms and Conditions. The Products sold are for Buyer's individual use and may not be copied, duplicated, or replicated.

12. SAFETY OBLIGATIONS: Buyer shall use operating procedures in the use of all Products supplied by the Seller, including the use of all safety devices and guards when operating Products, and Buyer shall maintain the same in proper working order. If Buyer fails to observe the obligations contained in the paragraph. Buyer agrees to indemnify and hold Seller harmless from any suits, claims, liabilities, losses, damages, costs and expenses incurred by Buyer to persons injured directly or indirectly in connection with the use or the operation of the Products. The foregoing indemnification shall in no event be deemed to have expanded Seller's liability for the Products. Seller's products are not for any cosmetic, drug, food or household application. Seller's acceptance of a purchase order is with the understanding

that only qualified individuals trained and familiar with procedures suitable for the Products ordered will handle them.

13. BUYER'S RIGHTS: The Buyer may cancel an order if the Seller has materially breached these Terms and Conditions and any money paid to the date of cancellation will be reimbursed. The foregoing shall be the exclusive remedy of Buyer for any breach by Seller.

14. SELLER'S RIGHTS: Seller has the option to reject or cancel an order with no penalty for any reason or no reason, including without limitation, if for any reason it becomes impractical or impossible to manufacture the ordered Products.

15. BUYER'S DEFAULT: If the Buyer fails to pay the purchase price as it becomes due or wrongfully rejects acceptance of the Products hereunder or any part thereof or otherwise breaches the terms of an order or these Terms and Conditions, then the Seller shall have the right to recover, in addition to the purchase price of the said Products, all costs incurred by said Seller to collect that same. Said collection costs shall include but not be limited to all monthly service charges together with all court costs and attorneys' fees. In addition to the foregoing and all other remedies which the Seller may have hereunder or by law or in equity, all of which shall be cumulative and not exclusive, the Seller without notice (a) may defer shipment hereunder and under any other contract until such default, breach or repudiation is removed and/or (b) may cancel any undelivered portion of this and/or any other contract in whole or in part.

16. GOVERNING LAW: Any contract arising here from shall be interrupted and governed under the laws of the State of New Jersey and any disputes arising hereunder or in connection with these Terms and Conditions shall be resolved only in the State or Federal Courts of New Jersey.

17. ENTIRE AGREEMENT: These Terms and Conditions contain the final and entire agreement between the Seller and Buyer with respect to the sale and purchase of Products and no other understandings, representations, agreements, modifications, alterations, or additions shall be effective unless agreed to in writing and signed by Seller and Buyer.