

## TERMS AND CONDITIONS OF SALE

### 1. PRICE AND TRADE TERMS

All prices listed by Scientific Systems, Inc. (herein called "SSI") on the reverse side hereof (sometimes called "hereon") for the products listed hereon ("Products") are in currency of the United States of America (herein and hereon called "U.S.A." or "U.S."). All transportation, insurance, brokerage, consular and other charges for delivery of the Products from SSI's State College, Pennsylvania facility to the Buyer listed hereon represent estimated charges in effect on the date of this Acknowledgment. In the event actual charges at the time or times of shipment are greater or lesser than any of the aforesaid charges, the Buyer shall pay any increase in the aforesaid charges, and receive the benefit (provided the trade terms quoted hereon obligate Buyer to reimburse SSI for SSI's prepayment of the charge) of any decrease in any of the aforesaid charges. Notwithstanding the trade terms quoted hereon, the following charges are (unless otherwise specified hereon) not included in the trade term prices and charges listed hereon and SSI reserves the right to separately charge Buyer for them: (a) all bank charges, postage, negotiation and confirmation fees with respect to any letter of credit issued in connection with this Acknowledgment or any contract resulting therefrom; (b) taxes, customs and export and import duties; (c) all miscellaneous charges, such as weighing and inspection charges, and charges for consular invoices and certificates of origin; and (d) charges in effect at the time or times of shipment which are not in effect on the date of this Order Acknowledgment or which SSI could not reasonably know were in effect on such date.

### 2. TERMS OF PAYMENT

Unless otherwise specified hereon, the Buyer shall pre-pay the full price quoted hereon and other charges upon time of order. The Buyer shall receive credit for any payments received in cash by SSI pursuant to a letter of credit or wire transfer issued in connection with this Order Acknowledgment or any contract resulting herefrom (this Order Acknowledgment) and any contract resulting herefrom being sometimes hereafter called "herewith"). Neither SSI's request for a letter of credit or wire transfer, nor SSI's acceptance thereof, attempt to secure payment thereunder, receipt of payment thereunder, or otherwise, shall terminate or suspend (in whole or in part) the Buyer's obligations to SSI pursuant to this paragraph or the other terms and conditions of sale, except as stated in the last previous sentence. If, in SSI's sole judgment, the financial condition of the Buyer, or any bank issuing or confirming a letter of credit issued or wire transfer in connection herewith, does not justify continuation of production or shipment on the terms specified herein, SSI may cancel any unfulfilled orders from the Buyer or parts thereof and/or may require immediate payment for all Products delivered and/or full or partial payment in advance for all Products not delivered and/or another confirmed letter of credit therefor, at SSI's sole option. A charge of the lower of 1½% per month or the per-month highest legal rate will apply to all amounts due beyond the terms stated hereon.

### 3. SHIPMENTS AND INSURANCE

Unless complete and specific shipping instructions are received from the Buyer substantially before the shipment date, SSI reserves the right to use its best judgment in selecting the appropriate means of shipment. All Products shipped will be F.O.B. State College, Pennsylvania. SSI reserves the right to make partial shipments and to invoice the Buyer therefor, such shipments and invoices to be governed by the terms and conditions contained herein and hereon. If shipment of any Products ordered is delayed by the Buyer, all Products held by SSI shall be at the risk and expense of the Buyer. Any insurance obtained by the Buyer in connection herewith must include warehouse to warehouse coverage. All insurance obtained by SSI or Buyer in connection herewith shall be With Average.

### 4. PACKAGING

SSI shall package each shipment in conformance with good commercial practice and in a manner reasonably sufficient to protect the Products, all written and electronic material related to the Products provided by SSI to Buyer, including, but not limited to, specification sheets, instructions, user and service manuals, and installation guides (all such material, collectively, "Documentation"), and those subassemblies, components, spare or replacement parts, and consumables incorporated into the Products (collectively, "Parts"), from loss or damage. Each box containing a Product shall contain the following information: (a) the Product number; (b) the quantity of Product; (c) the date; and (d) the serial number of each Product, as appropriate.

### 5. DELIVERY

There shall be added to the time within which SSI shall perform any obligation in connection herewith the period of time that delay in such performance is directly or indirectly caused by or in any manner arises from acts of God or of the public enemy, acts or omissions of the Buyer, fire, flood, strike, epidemic, accident, riot, severe weather, lack of or inadequate transportation facilities, delays in transportation, delays in delivery of material or services by suppliers, delays or failure in procuring any export or import licenses or other documents or authorizations deemed necessary or desirable by SSI or from shortages of labor, fuel, material or supplies, by or from regulations, priorities, orders or embargoes imposed by any civil or military governmental authority in either its sovereign or contractual capacity, or by or from any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond the reasonable control of SSI. In the event SSI is entitled to any extension of the time for performing any of its obligations in connection herewith, the Buyer shall, on request by SSI and at Buyer's expense, promptly procure an extension of any letter of credit and confirmation thereof, required to be issued in connection herewith, for the same period of time. If a "premium charge" for a delivery date is specifically quoted hereon and referred to as such, the Buyer may, subject to the foregoing two sentences and as its sole and exclusive remedy, hold SSI liable for direct damages to it resulting from failure to meet the specified delivery date, but such direct damages shall in no event exceed the amount of the premium charge quoted hereon. In all other cases, delivery dates quoted are approximate only, are not guaranteed, and may be extended by SSI for a reasonable time if conditions at SSI's facility warrant. Whether or not a premium charge for a delivery date is quoted hereon, SSI shall in no event be liable for special, incidental or consequential damages resulting from failure to meet delivery schedules. Buyer shall not refuse to take delivery of Products on account of delay in receipt of documents, if SSI has made reasonable efforts to dispatch such documents through regular channels.

### 6. TERMINATION, CANCELLATION, MODIFICATION OR AMENDMENT

No contract resulting herefrom is subject to termination, cancellation, modification or amendment in any respect by the Buyer except upon written request to SSI accepted in writing by the head of SSI's Sales Department, and then only upon payment by the Buyer of all reasonable termination, cancellation, modification or amendment charges determined by SSI. A cancellation charge of up to 20% may be applied to orders for standard Products cancelled within two (2) weeks of the delivery date. SSI will not accept cancellations for custom Products. In the event of any modification or amendment SSI may, at its option, revise its price and delivery schedule hereunder to provide for such modification or amendment. SSI reserves the sole right to terminate any contract resulting herefrom without charge: (a) in the event SSI does not receive all of the following within a reasonable time, not exceeding thirty (30) days, after this Order Acknowledgment is accepted or deemed accepted: (i) any required letter of credit and confirmation, (ii) all export and import licenses, and (iii) other documents and authorizations deemed necessary or desirable by SSI; (b) if Buyer breaches any material provision hereof or thereof and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach; or (c) the Buyer: (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, Buyer shall only be in breach if such petition or proceeding has not been dismissed within 90 days; or (vi) is convicted of a felonious act under the laws of the United States or any other law.

### 7. CLAIMS AND RETURNS

All claims for shortages, discrepancies, or obvious defects in the Products shipped must be made in writing within fifteen (15) days of delivery of shipment. No Products will be accepted for credit by SSI if shipment has been made in accordance with the Buyer's purchase order. **NO PRODUCTS MAY BE RETURNED TO SSI FOR ANY REASON WITHOUT SECURING A RETURN AUTHORIZATION FROM SSI'S SALES DEPARTMENT PRIOR TO SHIPMENT.** Any return shipment, when authorized, will only be allowed in conformity with the return authorization. Transportation charges with respect to any returns must be prepaid by Buyer. Custom Products are not returnable. Restocking charges of 15% will be applied to all returned Products.

### 8. PROPRIETARY RIGHTS

**Deliverables.** All rights, including, without limitation, Intellectual Property Rights (defined below), title, and interest in and to intellectual property contained in or associated with SSI's high pressure pump technology, custom features, improvements, and any other SSI technology, ("SSI IP"), belongs to and shall remain the sole property of SSI. Except as set forth herein, Buyer shall have no rights in SSI IP. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, all (i) patents, reissues of and reexamined patents, and patent applications, whenever filed and wherever issued, including, without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (ii) rights associated with works of authorship, including, without limitation, copyrights, moral rights, copyright applications, copyright registrations; (iii) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations thereof; (iv) rights relating to the protection of trade secrets and confidential information; (v) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired.

**Restrictions.** Except as expressly permitted by SSI, Buyer shall not do, nor shall it affirmatively give permission to any third party to, any of the following: (i) use, disclose, distribute, market, promote, sell or access any Product, Part, Documentation or SSI IP (defined in Section 8(a) above) for any purpose or in any manner not specifically and expressly authorized hereunder; (b) modify, adapt, translate or create derivative works based upon any SSI IP, without the prior written consent of SSI; (c) re-engineer, reverse engineer, decompile, or disassemble the Products obtained hereunder; and (d) refer to or otherwise use any SSI IP as part of any effort to develop products, software or services having any functional attributes, content, visual expressions or other features similar to those of the Products or to compete with SSI. Any and all rights in and to the Documentation, SSI IP and otherwise, not explicitly granted to Buyer hereunder, are expressly reserved by and to SSI, and Buyer shall not exercise any rights in or to the SSI IP or otherwise, except to the extent explicitly stated herein.

### 9. WARRANTY

**Product Warranty.** SSI represents and warrants that: (i) each SSI manufactured Product shall be free from defects in material and materially free in defects in workmanship; (ii) each SSI manufactured Product and all portions and parts thereof and all Intellectual Property Rights related thereto are owned by SSI and shall be supplied to Buyer free and clear of any lien or encumbrance; and (iii) each SSI manufactured Product shall conform to and perform in accordance with the specifications for any SSI manufactured Product sold hereunder as set forth in the then-existing manuals for such SSI manufactured Products ("Specifications") relating thereto for a period of thirty-six (36) months from date of delivery to Buyer (the "Warranty Period"). Notwithstanding the foregoing, no warranty is provided for the pump seal component or other wear items of the Products or for filters used with the Products. The warranties above shall not apply to any Product which is defectively or improperly installed by Buyer, which is mishandled, improperly maintained, or which is subject to abuse or misuse by Buyer, which is not used in accordance with the Documentation or spillage or exposure to any corrosive environment. Any services performed by SSI hereunder shall be performed in compliance with the terms hereunder and with all applicable laws.

**Warranty Limitations.** The warranties set forth herein shall extend only to Buyer. SSI shall not be obligated to perform any term or condition hereunder if such performance would violate any governmental law, regulation or

ordinance (foreign or domestic), and SSI shall not be liable for damages or otherwise as a result of such non-performance. The limited warranty covers normal use and shall not apply to any Product that has not been used in accordance with the Documentation (including, without limitation, use in connection with "unapproved chemistry"). SSI does not warrant or cover damages arising from: (i) impact with other objects, dropping, falls, spilled liquids, immersion in liquids, or inappropriate levels of electrical stress; (ii) a disaster such as a fire, flood, wind, earthquake, or lightning; (iii) attachments, alterations, modifications or foreign objects; (iv) installation, improper maintenance, or use not in accordance with the Documentation; (v) Buyer's hardware, software, networks (and/or host systems) or the combination, operation or use of the Product with such hardware, software, networks (and/or host systems); (vi) any alteration or modification to the Product or its components by anyone other than SSI; (vii) non-compliance with SSI Specifications or use of the Product for purposes other than those for which it was designed; and (viii) any other abuse, misuse, mishandling, or misapplication. The warranty set forth herein also does not cover any (x) Product for which the serial number has been removed or made illegible; (y) scratches or other cosmetic damage to Product surfaces that do not affect the operation of the Product; or (z) normal and customary wear and tear.

**Patents.** SSI warrants that all Products regularly manufactured and sold by SSI (except special or developmental devices and Products manufactured by third parties and the like) will be delivered to the Buyer free of the rightful claim of any third party by way of infringement of a U.S. patent. This warranty shall extend to the Buyer only. SSI makes no warranty as to foreign patents or that any other Products or Parts thereof sold by SSI will be delivered to the Buyer free of the rightful claim of any third party by way of patent infringement or the like. In any event, SSI assumes no responsibility for any patent violations resulting from an unusual or not contemplated application and/or use of the Products or Parts thereof by the Buyer or others. By ordering Products made to individual specifications, the Buyer undertakes to indemnify and hold SSI harmless from all Losses (as defined in Section 10 below) occasioned by or resulting, directly or indirectly, from the manufacture, use and/or sale of such Products, and to promptly assume the defense and preparation for the defense of any suit or threatened suit to be brought against SSI." The sale of Products by SSI shall not be deemed to convey any license or right (whether expressly, by implication, estoppel or otherwise) under any patent claim of SSI or of any other person, firm, corporation or government.

**DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN THIS SECTION 9, THE PRODUCTS, THE PARTS, THE DOCUMENTATION, AND ANY AND ALL SERVICES AND OTHER PRODUCTS PROVIDED BY SSI ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," SSI MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, SYSTEMS INTEGRATION, AND GENERAL FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. SSI SHALL NOT BE LIABLE FOR ANY CLAIM BY ANY THIRD PARTY BASED ON WARRANTY OR REPRESENTATION OF BUYER WHICH IS INCONSISTENT WITH OR IN ADDITION TO SSI'S WARRANTIES, AND BUYER SHALL, AT ITS OWN EXPENSE, INDEMNIFY AND HOLD SSI HARMLESS FROM ANY CLAIM BY ANY THIRD PARTY TO THE EXTENT IT IS BASED UPON ANY SUCH INCONSISTENT OR ADDITIONAL WARRANTY OR REPRESENTATION IN ACCORDANCE WITH THIS SECTION.

**Remedies.** For a breach of the Product Warranty, stated in Section 9(a) or (c) above which is reported to SSI during the Warranty Period set forth above, SSI will first provide technical assistance to Buyer by telephone or email. If such technical assistance does not remedy the problem(s) with the Product within three (3) business days after the claim, then SSI shall do one of the following within thirty (30) business days after the claim, and promptly notify Buyer in writing of the chosen option: (i) require Buyer to ship the Product to SSI's State College, Pennsylvania location where SSI shall promptly correct or replace the defective Product so that the Product complies with all warranties, and ship the Product back to Buyer, (ii) accept the defective Product for return and refund to Buyer the amount actually paid to SSI therefor, (iii) correct or replace the defective Product at Buyer's location so that the Product complies with all warranties, or (iv) require Buyer to correct or replace the defective Product so that the Product complies with all warranties, and pay Buyer its standard rates for such service. All shipping costs to return Products to SSI shall be borne by Buyer. For a breach of the services, SSI shall promptly re-perform the defective service at no additional charge, provided that Buyer has reported such breach no later than thirty (30) days following the date on which Buyer became aware that such services were defective. THIS SECTION SETS FORTH SSI'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR BREACH OF THE PRODUCT WARRANTY OR THE SERVICES OBLIGATIONS, EXCEPT AS STATED IN SECTION 9(f) OR SECTION 10.

### 10. INDEMNIFICATION

Buyer agrees to indemnify, defend, and hold harmless SSI and its shareholders and affiliates, and its directors, officers and employees, from and against any and all third party claims (including, without limitation, claims for damages, injuries or death to persons and/or property) and losses, damages, costs and expenses (including, without limitation, attorneys' fees and costs of investigation) and liabilities (including, without limitation, amounts paid in settlement) arising from third party claims ("Losses"), directly or indirectly arising out of, resulting from, or relating to: (i) any breach or violation of any representation, warranty or agreement of Buyer contained herein; (ii) any modification of the Products by Buyer other than as contemplated by the Documentation; or (iii) the combination, operation, or use of the Products by Buyer with any software, hardware, product, data, or apparatus not provided by SSI other than as contemplated by the Documentation.

### 11. LIMITATION OF LIABILITY

SSI shall in no event be liable for punitive, special, incidental or consequential loss or damage to the Buyer, including, but not limited to, lost profits, lost revenues, or loss of business, even if SSI has been notified of the possibility of such damages in advance, or for loss or damage (whether personal, property or otherwise), in excess of the price listed hereon, resulting from or arising out of, the breach of any term or condition (whether express or implied) of any contract resulting herefrom, or otherwise resulting from, or arising out of, the manufacture, sale, delivery installation and/or servicing of the Products or the performance or nonperformance of any contract resulting herefrom.

### 12. GENERAL CONDITIONS

(a) No modification, amendment, recessions, discharge, abandonment or waiver of these terms and conditions of sale shall be binding upon SSI unless it is in writing and signed by the head of SSI's Sales Department. (b) No modification or amendment of the Order appearing hereon shall be binding upon SSI unless set forth in writing and signed by a member of SSI's Sales Department. (c) No delay or failure on the part of SSI in exercising any right or remedy under any contract resulting herefrom, and no partial or single exercise thereof, shall constitute a waiver of such right or remedy or any other right or remedy. (d) If any term of any contract resulting herefrom or the application thereof shall be determined by a court to be illegal, such illegality shall not affect any other term or condition thereof, and such other terms and conditions shall continue in full force and effect. (e) Notwithstanding anything to the contrary contained herein and hereon, SSI shall have no liability whatsoever for non-performance of any contract resulting herefrom or the breach of any term or condition hereon or hereon, or breach of any of the Buyer's specifications may, or at any time may be found to, require a breakthrough in the state of the art. (f) Paragraph headings are inserted for convenience only and do not form a part of this Order Acknowledgment or of any contract resulting herefrom. (g) In the event this Order Acknowledgment or any contract resulting herefrom involves the sale of research services and/or special or developmental devices and the like, SSI's exclusive obligation as to such research services shall be limited to using its best efforts to achieve the agreed objectives, and SSI's exclusive obligation as to such special or developmental devices and the like shall be limited to using its best efforts to make such devices and the like conform at the time of shipments to the Specifications therefor. (h) SSI shall not be obligated to perform any term or condition of any contract resulting herefrom if such performance might, in the opinion of SSI, violate any governmental law, regulation or ordinance (foreign or domestic), and SSI shall not be liable for damages or otherwise as a result of such non-performance. (i) SSI reserves the right to make changes in design and/or to add improvements in the Products it manufactures at any time without incurring any obligation to install the same in Products previously sold. (j) When and if this Order Acknowledgment is accepted, or deemed accepted, the terms and conditions contained herein and hereon represent the entire understanding of the parties with respect to the subject matter hereof. All stenographic or clerical errors or omissions, however, are subject to correction. (k) This Order Acknowledgment and any contract arising herefrom, and all rights and obligations hereunder and thereunder, may not be assigned by Buyer without the prior written consent of SSI. (l) SSI does not intend, nor shall any clause be interpreted, to create hereunder any obligations of SSI in favor of, benefits to, or rights in, any third party. (m) SSI and Buyer are each independent contractors and neither party shall be, nor represent itself to be, the franchisor, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of this Order Acknowledgment or any contract arising herefrom. (n) Except as otherwise provided hereunder or in any contract arising herefrom, all remedies available to any party for breach hereof or thereof are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. (o) The terms hereof shall be enforceable notwithstanding the existence of any claim or cause of action any party may have against the other party, and (p) the terms and provisions hereof shall be binding upon and inure to the benefit of permitted successors in interest and assigns of either party, subject to the provisions above.

### 13. GOVERNING LAW AND JURISDICTION

This Order Acknowledgment and any contract resulting herefrom and the performance of the parties hereunder, shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania, and any contract resulting herefrom shall be deemed to be made in such Commonwealth. Buyer consents to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania and the United States District Court for the Middle District of Pennsylvania in any and all actions, disputes, or controversies relating to this Order Acknowledgment or any contract resulting herefrom. Buyer waives the right to jury trial and irrevocably consents to service of process by certified or registered mail, return receipt requested, mailed to Buyer's address set forth herein.

### 14. SALES TERMS TO GOVERN

(a) The acceptance contained in this Order Acknowledgment to the Buyer's order is expressly made conditional on assent by the Buyer to all the terms and conditions contained herein and hereon, and no other, whether these terms and conditions be additional to, different from, or conflicting with the terms and conditions of any purchase order or any other communication received from the Buyer. The receipt of this Acknowledgment by the Buyer shall be deemed a notification of objection to all other terms and conditions contained in the Buyer's purchase order or other communication. Neither the failure by SSI to object to a purchase order or any other communication from the Buyer, nor any research on, development, manufacture, shipment or otherwise of the Products described hereon shall be deemed an acceptance of any terms and conditions which are additional to, different from, or conflicting with the terms and conditions contained herein and hereon.

(b) The Buyer shall be deemed to have accepted all the terms and conditions contained in this Order Acknowledgment, and no other, if the Buyer shall fail to make written objection to SSI within five (5) days after receipt by the Buyer of this Order Acknowledgment. In any event, the Buyer shall be deemed to have accepted all the terms and conditions contained in this Order Acknowledgment and, no other, upon Buyer's acceptance or use of the Products described hereon.