

General Terms and Conditions of Sale

Effective as of April 27, 2016

1. **Parties.** BUHLMANN DIAGNOSTICS CORP., a Delaware corporation, is the "Seller" for all transactions referenced in these terms and conditions of sale (the "Terms"). Any person or entity buying or requesting to buy Goods from Seller is herein referred to as the "Buyer." All products delivered or to be delivered by Seller to Buyer are herein referred to as the "Goods."

2. **Acceptance of Terms.** These Terms are the only terms governing all of Seller's quotations and all of Buyer's purchase orders received by Seller regarding the Goods. SELLER'S ACCEPTANCE OF ANY OF PURCHASE ORDER BY BUYER IS CONDITIONAL UPON BUYER'S ASSENT TO THESE TERMS IN LIEU OF THE TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHERWISE COMMUNICATED BY BUYER TO SELLER. Seller's acceptance of Buyer's purchase order shall not constitute an acceptance of any terms that are different from or additional to any term hereof, and Seller hereby rejects all such terms explicitly.

3. **Prices.** All prices listed publicly or in general price lists or catalogs are subject to modification by Seller and are not binding unless and until Seller so states to Buyer in writing. All specific price quotes by Seller, whether written or oral, expire thirty (30) days from the date of issuance and may be revoked by Seller at any time. Seller will bill Buyer at the prices stated at the time of Seller's acceptance of the order. Prices do not include freight charges unless otherwise stated in the quotation or order confirmation. Seller reserves the right to adjust prices on account of specifications, quantities, shipment arrangements or other terms and conditions that were not part of Seller's original price quotation. If a price is conditioned on the purchase of a particular quantity of Goods, Seller reserves the right, in addition to any other remedies at law or equity, to recover from Buyer the difference between the stated price and Seller's standard prices for such Goods in any smaller quantity actually purchased by Buyer.

4. **Taxes.** Unless otherwise required by law, Seller will quote and bill all prices exclusive of customs duties or taxes, and Buyer shall be responsible for all such applicable duties and taxes (exclusive of taxes on Seller's income). For any claimed exemption from taxes Buyer shall provide a certificate of exemption at the time of its purchase order, and Buyer agrees to indemnify Seller for any unpaid taxes in the event such exemption is not applicable.

5. **Terms of Payment.** Goods shall be prepaid unless Seller has previously approved credit terms, in which case all invoices are payable net thirty (30) days from their date. Buyer agrees to accept partial shipments in satisfaction of a single purchase order and Seller may invoice Buyer separately for each shipment. Buyer shall make all payments hereunder without deduction or set-off, by check or wire transfer in immediately available funds to an account designated by Seller. Buyer will be responsible for a service fee of \$100 to Seller for any check returned for lack of funds. Any late payment is subject to a finance charge of 1.5% per month (18% per annum, calculated daily and compounded monthly) or the maximum amount allowed by law,

whichever is less. Buyer will be responsible for all of Seller's costs and expenses, including reasonable attorneys' fees, incurred to collect amounts due but unpaid by Buyer. Seller's acceptance of partial payment of any invoice shall neither constitute a waiver of Seller's right to collect the balance nor an accord and satisfaction, notwithstanding Seller's endorsement of a check or other instrument. Seller reserves the right to modify or cancel credit terms if Buyer is late on payments or if Seller otherwise determines in its discretion that Buyer poses a credit risk, unless Buyer gives Seller assurances satisfactory to Seller. In the event of Buyer's bankruptcy or insolvency, Seller may cancel any order then outstanding without waiving any claims in law or equity.

6. **License Requirements for RIA Customer.** A copy of Buyer's current radioisotope license must be on file with Seller in case of orders of radioisotope products. Items cannot be shipped until a copy of the license is received by Seller.

7. **Delivery.** Seller will deliver the Goods, using Seller's standard methods for packaging and shipping such Goods, within a reasonable time after the transmittal of its order confirmation. Any delivery dates Seller communicated to Buyer are estimates only and do not bind Seller to deliver or ship the Goods on the dates indicated unless specifically so stated by Seller in a writing signed by an authorized officer of Seller. Unless otherwise agreed in writing by the parties, Seller will deliver the Goods EXW (Incoterms® 2010) 105 Route 101A, Suite 1, Amherst, NH 03031 ("Seller's Location") or such location as is confirmed in Seller's order confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within five (5) days of Seller's written notice that the Goods have been tendered at the Delivery Point. If Buyer fails to accept Goods upon tender for delivery by Seller, Seller may make storage arrangements for Goods and shall have the right to charge Buyer for the Goods as well as for all storage costs plus a handling and administration fee. It is the responsibility of Buyer to arrange for and obtain any desired insurance coverage for the Goods.

8. **Rescheduling/Cancellation.** The rescheduling or cancellation of any order pursuant to these Terms by Buyer requires Seller's prior written consent. Seller reserves the right to cancel any orders placed by Buyer or to refuse or delay shipment if Buyer fails to make any payment when due, fails to meet reasonable credit or financial requirements established by Seller, or otherwise fails to comply with these Terms. Buyer may not cancel any order or agreement for Seller's breach unless Buyer has provided Seller with forty-five (45) days written notice alleging such breach and Seller has not remedied such breach within such time period.

9. **Inspection.** Buyer shall inspect the Goods upon delivery and shall notify Seller within five (5) business days of delivery ("Inspection Period") of any Non-Conforming Goods. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming

Goods" means only the following: (i) the Goods shipped are different than identified in the order confirmation; or (ii) the label or packaging of the Goods incorrectly identifies the contents. If Buyer timely notifies Seller, and provides evidence, that the Goods are Non-Conforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the purchase price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Seller will make arrangements for the return of Nonconforming Goods to Seller's Location at Seller's expense, and Buyer agrees to reasonably cooperate with Seller to facilitate such return. If Seller replaces Nonconforming Goods, it will, after completed return of the Nonconforming Goods, deliver the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 8 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 8, has no right to return purchased Goods.

10. **Limited Warranties.** Seller warrants that the Goods delivered hereunder will be in accordance with Seller's published specifications and free from defects in material and workmanship under normal use (a) in the case of products other than the Quantum Blue® Reader for a period not to exceed the expiration date on the product packaging or twelve (12) months from delivery to Buyer, whichever is earlier, and (b) in the case of the Quantum Blue® Reader for a period of nine (9) months from the date of delivery to Buyer. Deviations from published specifications which do not materially affect performance of the Goods shall not be deemed to constitute defects of material or workmanship or a failure of the Goods to comply with such specifications. Seller warrants that the software delivered with the Quantum Blue® Reader and licensed to Buyer will operate substantially in accordance with its functional specifications during the warranty period of the Quantum Blue® Reader if installed and operated on a compatible personal computer in accordance with Seller's instructions and if any updates supplied by Seller during the warranty period have been properly installed. Seller does not warrant that the software will be error-free or operate without interruption. Any software updates or patches delivered after the end of the warranty period are provided solely at Buyer's risk, on an "as is" and "as available" basis, with all faults, and Seller does not warrant that such software updates or patches or their use will be uninterrupted or timely, will be secure, free of inaccuracies, errors, viruses or other harmful components, will meet Buyer's requirements, or will operate in the configuration or with the hardware or software used by Buyer. The warranties hereunder do not apply: (i) to any Goods manufactured on specifications requested by Buyer or any Goods that have been subject to operating errors, improper handling, failure to follow Seller's instructions, misuse or neglect, or damage by accident or ordinary wear and tear; (ii) use of the Goods with software not approved by Seller; (iii) if the Goods have been modified by anyone without Seller's authorization, or (iv) if Buyer cannot prove any defects in material or workmanship. The warranties contained herein shall extend only to Buyer and shall not apply to Buyer's affiliates or customers. Buyer shall notify Seller of any warranty claim during the warranty period within five (5) business days from the time when Buyer became aware or exercising due care should have become aware of a defect and shall upon Seller's request provide reasonable evidence of the defect and give Seller a reasonable opportunity to examine the Goods. SELLER WILL IN ITS DISCRETION REPAIR OR REPLACE DEFECTIVE GOODS AND TENDER THE SAME EX WORKS (INCOTERMS® 2010) AT SELLER'S LOCATION. BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS SECTION 10 CONSTITUTE THE SOLE AND EXCLUSIVE

REMEDY AVAILABLE TO BUYER FOR ANY WARRANTY CLAIM. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM A COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE GOODS AND SOFTWARE FURNISHED BY SELLER HEREUNDER. Certain jurisdictions do not permit the disclaimer of certain warranties, so this limitation may not apply to the Buyer.

11. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM SELLER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS SOLD, AND SOFTWARE LICENSED, PURSUANT HERETO OR ANY DAMAGES BASED ON THE ANALYSIS RESULTS GENERATED BY BUYER USING THE GOODS OR THE SOFTWARE. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER UNDER THE APPLICABLE INVOICE FOR THE COST OF THE GOODS GIVING RISE TO A CLAIM.

12. **Time Limitation on Claims.** ANY LAWSUIT BY BUYER FOR BREACH OF THIS AGREEMENT AGAINST SELLER MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE WHEN THE CAUSE OF ACTION ACCRUES OR, IN THE CASE OF AN ACTION FOR WARRANTY CLAIMS UNDER SECTION 10, WHEN BUYER KNEW OR SHOULD HAVE KNOWN OF THE BREACH. Lawsuits not filed within this one (1) year period are barred. This provision is intended to shorten the statute of limitations to the maximum extent permitted by law.

13. **Security Agreement.** Buyer hereby grants to Seller, its successors and assigns, a security interest in the Goods to secure payment of the purchase price of the Goods. Default in payment of such price or any part of the price when due shall permit Seller, in its sole discretion, to declare all obligations of Buyer immediately due and payable, and in such event, Seller shall have all the rights and remedies of a secured party under applicable law. In connection with the security interest granted herein, Seller is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Buyer as debtor and Seller as secured party. Buyer agrees to execute such documents requested by Seller to record and otherwise perfect this security interest.

14. **Intellectual Property; Limited Software License.** The sale of any of Seller's Goods to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property license, beyond that stated herein. Seller grants a non-exclusive license to Buyer to use the software incorporated into and delivered with the Quantum Blue® Reader only in connection with and for the duration of the use of the Quantum Blue® Reader and on not more than one connected personal computer, in accordance with the documentation accompanying the reader. Title to all software shall remain with Seller or its licensors and suppliers. Seller may make available software updates in its discretion in any format, installation and use of which shall be subject to the limited license contained herein. In addition to any other remedies at law and in equity of Seller, this license shall terminate automatically if Buyer modifies or reverse engineers or discloses the software to others, or attempts any of

the foregoing. The non-exclusive license granted herein is only transferable upon sale of the entire Quantum Blue Reader to a subsequent Buyer and the terms of the license shall apply to all such subsequent Buyers. Seller expressly reserves its intellectual property rights and asserts that additional restrictions may apply to the use of the Goods and the software, as set forth in the in the materials which accompany the Goods.

15. **Specifications of Goods.** All specifications of Goods and software set forth in materials furnished by Seller to Buyer are subject to modification by Seller and are not binding unless Seller so states to Buyer in writing. Seller reserves the right to modify, improve or discontinue Goods and software, or to change specifications, at any time, without notice.

16. **Confidential Information.** Customer shall treat as confidential any documentation or data that is supplied by Seller to Buyer and marked "confidential" or that is by its nature proprietary to Seller. Seller retains for itself all proprietary rights to all designs, engineering details, and other data pertaining to any Goods sold and any licensed software. Buyer agrees to use its best efforts to maintain the confidentiality of any proprietary documentation, data, or price quotes (whether marked "confidential" or not) supplied to it and not to disclose or use such documentation, data, or price quotes in any manner inconsistent with the purpose for which it was disclosed.

17. **Indemnification.** In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with Buyer's designs, specifications, or instructions Buyer will defend, indemnify and hold Seller harmless against any expense or loss ensuing from such a claim.

18. **Compliance with Laws.** Buyer shall at all times comply with all laws applicable to these Terms, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods by way of shipment, use or otherwise, that violates any law.

19. **Export Controls.** Buyer acknowledges that all shipments by Seller are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Goods. With respect to each shipment of Goods and the license of software pursuant to these Terms, Buyer will obtain and supply to Seller in writing all information required by Seller to obtain any U.S. export license, permit, approval or documentation applicable to such shipment or license. Notwithstanding any contrary provision in these Terms, Seller will have no obligation to make any shipment to Buyer until Seller has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the United States claims, that a violation of any applicable trade sanctions, export controls or trade regulations has occurred or is likely to occur because of any shipment, Seller may, in addition to any other remedy it may have, suspend all shipments to Buyer until: (a) Seller is satisfied that such violation did not occur or has ceased to occur, or (b) such claim is withdrawn or otherwise resolved in favor of

Seller. Neither Buyer, not its employees, agents, subcontractors, officers or representatives, shall cause or permit any shipment of the Goods to be made by Buyer or by anyone acting on behalf of Buyer or to whom Buyer may sell the Goods, to any country for which a validated export license is required by the United States, or to which shipment is prohibited under trade regulations or trade sanctions of the United States. Buyer will indemnify and will hold Seller harmless from and against any claim, loss or liability arising out of any breach of the foregoing covenants contained in this section.

20. **Force Majeure.** Seller shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, fire, flood, accident, explosion, mechanical breakdown, strike or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting the Goods or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, Seller shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing the Goods. In the event that there should be a shortage of any Goods, Seller may apportion its available Goods among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Any delivery date may be extended, at Seller's option, to the extent of any delay resulting from any force majeure event.

21. **Miscellaneous.** Buyer shall not assign this agreement or any order or any interest in either of them or any rights thereunder without the prior written consent of Seller. Any notice or report required or permitted by these Terms shall be in writing and shall be deemed given if delivered personally or if sent by either party to the other by confirmed overnight delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed to the other party to its address as set forth on the order confirmation or at such other address as such party shall designate by notice hereunder. Where Buyer is giving notice to Seller, all notices shall be sent to the attention of Seller's President. These Terms shall be governed by and construed according to the laws of the State of Seller's principal place of business without regard to conflict of law provisions. Buyer hereby submits to the exclusive jurisdiction of the federal and state courts located in the State and County of Seller's principal place of business, and agrees that any legal proceeding arising out of these Terms shall be conducted solely in such courts. No modifications to these Terms shall be enforceable except when in writing and signed by both parties, unless otherwise expressly stated herein. Any provision hereof which is prohibited or unenforceable shall, as to such jurisdictions, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity of such provision in any other jurisdiction. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. These Terms constitute the entire agreement between Buyer and Seller with respect to the Goods purchased, and supersedes all prior or contemporaneous negotiations, understandings and agreements.