

Please read these terms and conditions carefully. They materially affect the parties' obligations. Meridian Laboratory, Inc. ("Seller") will accept orders and do business only on the terms and conditions on this form.

TERMS AND CONDITIONS OF SALE

- ENTIRE AGREEMENT.** This document contains all of the terms and conditions of the agreement between Seller and the buyer ("Buyer") of the goods and any related services (collectively, "Products") to be sold to Buyer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein, and Buyer, upon placing an order, is presumed to have accepted all the terms and conditions without modification. No alteration, waiver, modification of or addition to the terms and conditions herein shall be binding on Seller unless set forth in writing and specifically agreed to by an officer of Seller. No course of dealing, usage of trade or course of performance will be relevant to supplement or explain any terms used in this agreement.
- SHIPMENT.** Shipment is FOB Seller's facility. The risk of loss or damage to the Products passes to Buyer upon Seller's delivery of the Product to the shipper for shipment.
- DELIVERY.** Seller will make every effort to fill orders within the time stated, but the stated delivery date is approximate only, and Seller reserves the right to readjust shipment schedules without liability. Acceptance by Buyer of the Products waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. If shipment is delayed or suspended by Buyer, Buyer will pay the invoice price for the Products as per payment terms, together with Seller's handling and storage charges then in effect, if any.
- CANCELLATION.** Buyer may not cancel orders placed with Seller, except with Seller's written consent. If Seller consents in its sole discretion, Buyer shall indemnify Seller against loss, including loss from commitments to third parties.
- PAYMENT TERMS; TAXES.** Unless otherwise specified, payment terms are net thirty (30) days from invoice date, no cash discount, with twelve percent (12%) per annum finance charge on overdue amounts (but not to exceed the maximum contract rate permitted by law). However, Seller may in its discretion, depending on Buyer's creditworthiness, require cash in advance or other security for payment. Buyer shall be responsible for the cost of collection, including reasonable attorneys' fees to collect any overdue amounts. Buyer shall pay all present and future sales, excise, privilege, use or other taxes, customs duties, and all other fees or other costs, imposed by any federal, state, foreign, or local authorities arising from the sale, purchase, transportation, delivery, storage, use or consumption of the Products or will, if applicable, provide Seller with an appropriate exemption certificate.
- WARRANTY.** Seller warrants to the original purchaser that the Products will be free from manufacture defects for a period of one (1) year following the date of delivery. Seller will, at its option, repair or replace any part or component covered by this limited warranty which, following examination by Seller or its authorized representatives, is found to be defective under normal use and service. Seller's replacement parts and components will be warranted for 30 days from the date of purchase, or the remainder of the original equipment warranty period, whichever is longer. No claim under this warranty will be valid unless Seller is notified in writing of the warranty claim prior to the expiration of the warranty period. This warranty is not transferable. This warranty does not apply to Products or parts or components thereof which have been subjected to abnormal wear and tear, accident, misuse, abuse or unauthorized modifications, or which have been repaired with parts or components which are not of a quality equivalent to those provided by Seller. IN ADDITION, THE FAILURE OF BUYER TO FOLLOW SELLER'S WRITTEN INSTRUCTIONS REGARDING THE SET-UP, OPERATION AND/OR MAINTENANCE OF THE PRODUCTS VOIDS THIS WARRANTY. It is Buyer's responsibility to keep adequate records to show that the Products have been properly maintained. There is no express representation or warranty other than the foregoing warranty. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT. Neither this warranty nor the exclusions, limitations and reservations contained herein may be modified or enlarged, except in writing signed by a duly authorized officer of Seller.
- LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (including without limitation injury or damages of any kind or nature to person or property, loss of profit or use, or labor or rental costs) ARISING FROM THE SALE OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER. IN NO EVENT WHATSOEVER SHALL SELLER'S LIABILITY TO THE CUSTOMER FOR ANY REASON EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
- PRICE CHANGES.** If Buyer alters the quantities of scheduled shipments or shortens or extends the shipping schedule, Seller reserves the right to revise prices on any unshipped balance of Buyer's order by giving Buyer prompt written notice of the revision in price. The revision will be effective upon notice to the Buyer unless Buyer by written notice refuses such price revision within ten (10) days of receipt of notice of revision. If Buyer refuses Seller's price revision, Seller shall have the option of canceling that portion of Buyer's order to which the price revision is applicable, or of completing Buyer's order at the original price quoted for the order.
- SHORTAGES; DAMAGE OR LOSS IN TRANSIT.** No shortage in the Products shipped by Seller to Buyer shall entitle Buyer to withhold payment for those Products which are received by Buyer or to rescind any remaining installments of Products. Seller shall have no liability to Buyer for shortage, loss or damage occurring after the Products are delivered by Seller to the freight carrier, and any claim by Buyer with respect thereto shall be made directly to such freight carrier. Any claim by Buyer that a shortage has occurred in the Products shipped by Seller to Buyer shall be given within seven (7) days following the date of receipt by Buyer of the Products. The failure of Buyer to give such notice shall result in a waiver of all claims which Buyer may otherwise have against Seller for the shortage.
- SPECIFICATIONS.** Seller may, at its option, make changes in the design, arrangement or components of the Products to improve the safety of the Products or if, in Seller's judgment, such changes will be beneficial to the operation of the Products.
- DESCRIPTIONS.** All weights, measurements, dimensions, drawings, capacities, specifications and other particulars of the Products provided by Seller, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Buyer's guidance. Such particulars do not form part of the contract, and deviations there from or subsequent changes in design are not grounds for non-acceptance of the Products and do not constitute a breach of this agreement.
- LOSS, DAMAGE OR DELAY.** Seller will not be liable for loss, damage or delay resulting from causes beyond its reasonable control, including, without limitation, strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or Buyer, insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, cargo or material shortages, delays in transportation, lack of production capacity or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by Seller under this agreement cannot be accomplished by Seller due to any action of governmental agencies, or any laws, rules or regulations, Seller may, at its option, cancel this agreement without liability.
- GENERAL.** (a) No modification or waiver of this agreement or any of its provisions is valid unless expressly agreed to by Seller in writing; (b) no waiver by Seller of any default under this agreement is a waiver of any other or subsequent default; (c) the unenforceability or invalidity of one or more of the provisions of this agreement will not affect the enforceability or validity of any other provision of this agreement; (d) Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent and any attempted assignment without such consent, even if by operation of law, will be void; (e) the United Nations Convention on Contracts for the International Sale of Goods shall not apply; and (f) the contract between Buyer and Seller is governed by and shall be construed in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code as enacted by such state, without giving effect to its conflict of laws principles.