

STANDARD TERMS AND CONDITIONS OF SALE

ZARBECO, L.L.C., hereafter referred to as "ZARBECO," has established the following Standard Terms and Conditions which apply to all quotations and sales made by ZARBECO. All purchases by customer, owner or the agent of either ("Buyer") are expressly limited and conditioned upon acceptance of the following Standard Terms and Conditions, and any provision printed or otherwise contained in any purchase order, confirmation, or acknowledgment inconsistent with these Standard Terms and Conditions shall be void, disregarded and of no effect, unless specifically agreed to in writing by ZARBECO.

1. **LIMITED WARRANTY.** If, within 12 months after the date of shipment, any Equipment furnished by ZARBECO (including microscopes, cameras, cables or software) is found by ZARBECO inspection to have defective material or workmanship, ZARBECO will repair the Equipment or at ZARBECO's sole discretion supply identical or substantially similar replacement Equipment F.O.B. Randolph, NJ. Any replacement Equipment will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the particular Equipment.

This Limited Warranty will be voided if (a) the Equipment has not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by ZARBECO; (b) the Equipment has been subjected to any accident, misapplication, environmental contamination, corrosion, abuse or misuse; (c) Buyer has installed, used, maintained, repaired, or modified the Equipment after discovery of the defect without ZARBECO's prior written consent; (d) Buyer refuses to permit ZARBECO to examine the equipment and operating data to determine the nature of the defect claimed; or (e) Buyer fails to meet its obligations under paragraph 4.

Limited Warranty claims should be addressed to ZARBECO accompanied by the original receipt of sale.

EXCEPT AS PROVIDED IN THESE STANDARD TERMS AND CONDITIONS, ALL WARRANTIES, UNDERTAKINGS, CONDITIONS OR REPRESENTATIONS (WHETHER INNOCENT OR NEGLIGENT), INCLUDING WITHOUT LIMITATION THOSE WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OR DURABILITY, WHETHER EXPRESSED, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING, USAGE OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT OR ORDER, ARE EXPRESSLY EXCLUDED. NO EXPRESS OR IMPLIED WARRANTY IS GIVEN AS TO THE CAPACITY, EFFICIENCY OR PERFORMANCE OF ANY EQUIPMENT, EXCEPT AS MAY BE PROVIDED IN A WRITTEN AGREEMENT SIGNED BY ZARBECO.

2. **PRICE MODIFICATION AND OTHER CHARGES.** All sales are F.O.B. Randolph, NJ. ZARBECO's price does not include any transportation, storage or packaging charges, or any taxes, excises, duties, tariffs or other government charges which ZARBECO may be required to pay or collect under any existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the Equipment sold by ZARBECO.
3. **PAYMENT AND CREDIT TERMS.** Each shipment is a separate transaction and payment will be made accordingly. Unless otherwise specified in writing by ZARBECO, payment for Equipment furnished will be made net 30 days from the date of shipment. If Buyer delays shipments, payment will become due from the date ZARBECO is prepared to make shipment. Equipment held for Buyer because of any delay due to Buyer's request to hold, or inability to receive, the Equipment will be at the risk and expense of Buyer.
4. **LIMITATIONS OF LIABILITY.** ZARBECO'S LIABILITY, IF ANY, IS LIMITED TO THE PRICE ALLOCABLE TO THE EQUIPMENT DETERMINED DEFECTIVE, AND IN NO EVENT WILL ZARBECO'S CUMULATIVE LIABILITY BE IN EXCESS OF THE TOTAL SALES ORDER PRICE FOR EQUIPMENT, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER.

EXCEPT AS OTHERWISE PROVIDED IN THESE STANDARD TERMS AND CONDITIONS ZARBECO WILL NOT BE LIABLE FOR GENERAL, SPECIAL, DIRECT AND INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF

PROFITS, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

BUYER'S REMEDIES ARE SPECIFICALLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE EQUIPMENT AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. SHOULD THESE REMEDIES BE FOUND INADEQUATE OR TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE, FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURNS OF THE FULL SALES ORDER PRICE FOR THE RELEVANT EQUIPMENT TO IT BY ZARBECO SHALL PREVENT THE REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND SHALL BE CONSIDERED BY BUYER AS A FAIR AND ADEQUATE REMEDY.

5. RETURNS. No product will be accepted for return, replacement, repair or restocking unless accompanied by a properly authorized "Return Goods Authorization". This form can be obtained from ZARBECO at 1240 Sussex Tpke, Suite 5, Randolph, NJ 07869, Telephone: (973) 933-2043. A Returned Goods Authorization is valid for only 14 days after it is issued, and, for any authorized returned goods that are returned more than 14 days after the Returned Goods Authorization is issued, shipments will not be accepted. Failure to comply with these requirements will result in material being refused or returned at sender's expense. Material returned is for "conditional acceptance only" and the final evaluation is subject to the approval of ZARBECO's quality assurance personnel.

ZARBECO WILL NOT ACCEPT THE RETURN OF PRODUCTS THAT ZARBECO BELIEVES ARE NO LONGER NEEDED BY THE MARKETPLACE BECAUSE OF CHANGES IN LAWS, CODES OR STANDARDS.

- A. IN-WARRANTY DEFECTS: Products returned within the warranty period for defects in manufacture or for ZARBECO error in shipment will be accepted for full credit, repair or replacement without service charge. The decision as to either repair or replace a product shall be within ZARBECO's sole discretion.
 - B. RETURNS—NON-DEFECTIVE PRODUCTS: New and undamaged standard ZARBECO products that at the time of return are being manufactured, in their original unopened product carton, may be returned within 30 days from date of shipment on the following terms: Restocking credit will be issued at the price paid at the time of shipment or at the price prevailing at time of return which ever is lower, from which will be deducted a 15% restocking charge and the expense for return transportation if not prepaid. No non-defective or out-of-warranty product may be returned after 30 days from date of shipment. Non-stock, special or custom-made products including units that are modified from standard units (with or without accessories), whether in-warranty or out-of-warranty, shall not be returned for credit.
 - C. OUT-OF-WARRANTY RETURNS. In certain instances, and at ZARBECO's sole discretion, products may be accepted for return after warranty expiration. In such instances the product will be repaired or replaced at Buyer's sole expense. The decision as to either repair or replace a product shall be within ZARBECO's sole discretion. Buyer will be charged the current service rate per Return Goods Authorization plus materials or, at ZARBECO's discretion, ZARBECO will replace the product at its lowest current published sale price. Buyer will pay all transportation costs. Upon notification of cost to repair out-of-warranty material, repair purchase order must be issued within 14 days or material will be returned to Buyer.
6. FORCE MAJEURE. ZARBECO or Buyer will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented (a) by any circumstance reasonably beyond their control or (b) by fire, explosion, breakdown of machinery or equipment, plant shutdown, strikes or other labor disputes, riots or other civil disturbances or voluntary or involuntary compliance with any law order, regulation, recommendation or request of any government authority. In addition, ZARBECO will be excused in the event of its inability to obtain materials necessary for manufacture of the Equipment or total or partial failure of any of its usual means of transportation of the Equipment.

7. **ASSIGNABILITY.** No claim against ZARBECO arising directly or indirectly out of or in connection with the Equipment furnished by ZARBECO to Buyer may be assigned by Buyer or by operation of law without the prior written approval of ZARBECO.
8. **SHIPMENT.** All Equipment will be shipped F.O.B. Randolph, NJ, unless otherwise stated. If Buyer has not issued inspection and shipping instructions by the time the Equipment is ready for shipment, ZARBECO may select any reasonable method of shipment, without liability by reason of its selection. Shipments may be insured at Buyer's expense, and ZARBECO will not place a valuation upon any shipment unless specifically requested in writing by Buyer or required for export purposes.
9. **SEVERABILITY.** Invalidity of any of these Standard Terms and Conditions will not affect the validity of any other provision and the remaining provisions will remain in force and effect.
10. **WAIVER.** Failure to enforce any of these Standard Terms and Conditions in a particular instance will not constitute a waiver of or preclude subsequent enforcement of any of these provisions.
11. **APPLICABLE LAW.** The agreement of the parties shall be construed and enforced in accordance with the laws of the State of New Jersey, excluding the applicability of the Convention on the International Sales of Goods, and venue for any disputes shall be Randolph, NJ.