

**ASPIRA SCIENTIFIC
TERMS OF SALE**

Last Updated: **November 24, 2013**

1. **Acceptance.** ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS OF SALE CONTAINED HEREIN AND UPON YOUR ACCEPTANCE TO THESE TERMS OF SALE. NO VARIATION OF THESE TERMS OF SALE WILL BE BINDING ON US UNLESS AGREED TO IN WRITING AND SIGNED BY ONE OF OUR OFFICERS OR OTHER AUTHORIZED REPRESENTATIVES.
2. **Change of Terms of Sale.** We reserve the right to change the Terms of Sale any time, so you should review the Terms of Sale each time you make a purchase. Any changes made will only apply to future orders and will not apply to any purchase order we received before the changes were made. The most recent date that these Terms of Sale have been updated can be found at the top of this document.
3. **Contract.** In addition to the terms herein ("Terms of Sale"), some of our products require that you agree to additional terms ("Additional Terms"). Additional Terms for such products, if any, will be on our website, and in documents that accompany the product we deliver to you. You may also obtain copies from our customer services which can be reached at 408.571.1100 (telephone) or support@aspirasci.com (email). These Terms of Sale herein, together with any Additional Terms create the contract ("Contract") between us for the purchase and sale of products. This Contract becomes effective when we accept your order, either by sending a written confirmation, or by shipping the product or by otherwise initiating action to provide what you have ordered. The Contract is between you Aspira Scientific, Inc.
4. **Cancellation and Returns.** Once you have placed your order, you cannot cancel it. Furthermore, items may only be returned for credit, if we approve this and the approval is in writing. Certain items may not be returned for credit. These items include: refrigerated or frozen products, products which have passed their expiration dates, special orders, and products missing labels, components, or instruction manuals. Returned items must be in condition suitable for resale. Returned items will be subject to a 20% processing fee and must be returned to us (at your expense) within 30 days of purchase.
5. **Delivery.** All products are delivered FOB our facility. This means that products are deemed delivered to you when we provide the products to the commercial carrier. After this, you are responsible for the risk of loss and damage. Also any approvals for importation of product into your country are your responsibility. Please contact our customer service for information regarding our commercial carrier(s) that we use for delivery and other information regarding shipping.
6. **Delivery Delay and Delivery in Installments.** We will use commercially reasonable efforts to meet the delivery dates specified in your order, depending on availability of the product. Also, we may deliver orders in installments. All such installments will be separately invoiced and must be paid for when due per invoice. Delivery dates are estimates only.
7. **Ownership/Title.** Ownership and title of products will pass to you upon our providing the products to the carrier, except if the Additional Terms provide that a product is licensed and not sold.
8. **Inspection.** Please inspect product immediately upon receipt. In the event of shortages, defects or damage please immediately contact our customer services. If you fail to notify us within 5 days after receipt of product, the products will be deemed irrevocably accepted by you.
9. **Price and Payment.** The price for products and services is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order. Our prices may not include any taxes (including VAT), duties, levies or other government fees that may apply to your order and it will be your responsibility to pay these. If we pay these, we will add them to your invoice. We will charge you for standard delivery and handling charges. You must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not set-off payments from one order against another. If you are late in making payment, we may suspend delivery or cancel this Contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of one percent (1%) per month (12% per year) or, if less, the maximum amount allowed by law and these measures will not limit any other rights available to us by law. If we appoint a collection agency or an attorney to recover any unpaid amounts, we can charge you and you agree to pay all reasonable costs of collection, including all associated reasonable attorneys' fees.
10. **Product Restrictions.** You must use our products in accordance with our instructions and unless otherwise indicated in Additional Terms, the products are intended solely for laboratory research purposes. You are solely responsible for making sure that the way your use of products complies with applicable laws, regulations and governmental policies and you must obtain all necessary approvals and permissions you may need to use the products. It is also solely your responsibility to make sure the products are suitable for your particular use.
11. **Limited Warranties.**
Limited Warranties. Unless a different warranty is included in Additional Terms, we warrant that each product will meet its specifications stated on our website ("Specifications"). This warranty will last for the lesser of

12 months or the product's expiration date or its specified number of uses ("Warranty Period").

Exclusions. Our warranties do not apply to defects or failures caused by (a) improper use, (b) improper maintenance or storage or (c) accident, or acts of nature.

Submitting Warranty Claims and Remedies. You must notify our customer services in writing during the Warranty Period and as soon as practicable after you discover that a product fails to meet Specifications. For valid claims, timely made, we will replace the product (or bring it to Specifications), or provide you with a credit for the price you paid, at our option, after you return the product to us in accordance with the instructions received from our customer services.

Limitations. OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. IN NO EVENT WILL OUR TOTAL LIABILITY FOR BREACH OF WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT. THE ABOVE WARRANTIES ARE EXCLUSIVE, AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

12. **Potential Infringement.** If we believe a product may be subject to a claim for intellectual property infringement, then you will allow us, at our option and expense, to either: (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) require you to return the product to us for a refund of the purchase price you paid. In the case of instruments, we will deduct a reasonable amount for the instrument's use, damage and obsolescence.
13. **Indemnification.** If a third party makes a claim against us based on (i) your failure to comply with the Contract or (ii) your modification or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.
14. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, EQUITY, NEGLIGENCE, STRICT LIABILITY, TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY PRODUCT, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE PRODUCT. HOWEVER, THESE PROVISIONS DO NOT LIMIT OUR LIABILITY THAT CANNOT BE EXCLUDED BY LAW (E.G., FOR DEATH OR PERSONAL INJURY) CAUSED BY OUR NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.
15. **Export Control.** Products you receive from us may be subject to United States or other countries or localities export-control laws and regulations. You may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any product (including products derived therefrom) to any destination, entity, or person prohibited by such laws or regulations.
16. **Entire Contract.** This Contract represents the entire agreement between you and us regarding the sale of products to you and our offer to sell products is expressly limited to the terms of this Contract. This contract supersedes any previous agreement, course of dealing or course of performance.
17. **Miscellaneous.** (1) We will not be responsible or liable for failing to perform our obligations under this Contract to the extent caused by circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment to apportion products having limited availability for delivery fairly among our customers. (2) Our failure to exercise any rights under this Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. (3) If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Contract. (4) No person other than you or us will have any rights under this Contract.
18. **Confidentiality.** You agree to keep confidential any non-public technical information and commercial information (including prices) received from us as a result of discussions, negotiations and other communications between us in relation to our products.
19. **Governing Law.** The Contract and performance under it will be governed by the laws of the State of California, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.