

Standard Terms and Conditions

Effective 5 July 2011

- 1. Governing provisions:** These Standard Terms and Conditions of Sale (“Terms & Conditions”) shall govern all orders for and purchases of products and services from BioSentinel Pharmaceuticals, Inc. (“BioSentinel”). All BioSentinel products are sold and shipped, and all Biosentinel services are provided, subject to these Terms and Conditions. The Terms and Conditions, including written quotation from Biosentinel, and those specific terms of a purchase order or other document that are either consistent with these Terms and Conditions or expressly agreed upon by BioSentinel in writing, constitute the entire contract between the parties regarding the Terms and Conditions, and supersede any other written or oral discussion, agreement, and terms, including, without limitation, any provisions appearing on any purchase order or similar document issued by the customer, except those agreed to in writing by BioSentinel.
- 2. Product Safety:** BioSentinel manufactures products for research use by qualified individuals. These products may contain chemicals that may be harmful if misused. The customer is responsible for reviewing and following the instructions included in the product protocols (and any MSDS that may accompany the product). Please contact BioSentinel. with any questions regarding the safe use of any BioSentinel products.
- 3. Limited License.** Subject to these Terms and Conditions, *and to the terms and conditions of any license provided by BioSentinel* that is specific to a particular product (which license shall govern with respect to such product in the event of a conflict with these Terms and Conditions), BioSentinel hereby grants to customer a non-exclusive, non-transferable and non-sub-licensable license to use the product(s) provided to customer by BioSentinel. Customer understands and agrees that except as expressly set forth in these Terms and Conditions (or terms contained on a specific license or Certificate of Analysis for a particular product), no right or license to any patent or other intellectual property owned or licensable by or licensed to, BioSentinel is conveyed or implied hereby or otherwise. Customer also agrees to use BioSentinel products only for customer’s lawful internal purposes and in accordance with any Limited Use Label License (LULL) supplied by BioSentinel as part of a product or posted on our website.
- 4. Prices:** Unless otherwise noted, prices exclude all insurance, freight, taxes, fees, duties and levies, all of which shall be payable by customer. All quotations and prices are submitted by BioSentinel without obligation and are subject to change without notice by BioSentinel. Orders received by Biosentinel, whether based upon submitted quotations or not, are subject to acceptance by an authorized representative of BioSentinel. Such acceptance shall be only by writing or performance.

5. **Orders, Shipment, Delivery, Taxes, and other Charges:** Orders may only be cancelled prior to shipment of the order. Partial shipments may be made depending on availability.

Shipping charges shall be prepaid and added to the customer's invoice. Unless agreed upon in writing by BioSentinel, all deliveries will be FCA BioSentinel's shipping point. Title and risk of loss shall pass to the customer upon delivery of any products to, or pick-up of any products by, the carrier. For deliveries outside of the United States, customer is responsible for any tariffs, duties, fees, and taxes associated with international shipments.

6. **Payment terms:** All sales are payable in US dollars, upon shipment by BioSentinel, unless other terms (prior to shipment) are agreed to in writing by BioSentinel. Late fees may incur if payment is not received within 30 days of shipment, at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less. BioSentinel accepts the following credit cards: VISA/Mastercard.

Mail payments to:

BioSentinel Pharmaceutical, Inc.
PO Box P
Del Mar, CA 92014
Attention: Accounts Payable

7. **Returns:** BioSentinel must authorize all product returns. Customers wishing to return a product must provide notice thereof to BioSentinel prior to shipping such product, or any portion thereof, back to BioSentinel. Claims for any damaged or incomplete product must be reported to BioSentinel within five (5) days from the date of receipt of the product. Claims for product not meeting minimum written specifications must be reported with thirty (30) days from the receipt of the product. Product will be replaced or a refund issued for the purchase price of such goods, in BioSentinel's sole discretion per the limited warranty set forth below. BioSentinel must authorize any cancellation of an order after shipment and return of any product that meets its minimum specifications, prior to such cancellation or return. Any such products must be **unopened** and returned in their original, intact condition. The customer must bear the cost of shipping the product back to BioSentinel under the conditions specified by BioSentinel. All returns are subject to a 25% restocking fee.
8. **Limited Warranty; Indemnity; Remedies:** BioSentinel warrants that its products will meet or exceed the stated specifications for the usable life of the product, which is defined as either the expiration date for the product or, for those products not carrying an expiration date, the date that is six months from the date of purchase. This warranty shall be void and of no further force or effect if the customer has altered or misused the product or failed to store the product as

recommended by BioSentinel. The warranty does not include defects or failures associated with materials supplied by the customer. BioSentinel disclaims any and all responsibility for any injury or damage that may be caused by the failure of the customer or any other person to use any BioSentinel products in accordance with the conditions outlined herein and in any other terms or information accompanying such products, and customer shall indemnify and hold harmless BioSentinel and its owners, employees and affiliates from and against any claim by any third party arising in whole or in part as a result of such failure. BioSentinel's sole obligation hereunder and the customer's sole remedy are limited to free replacement of products that fail to meet the minimum performance specifications, on a one-for-one, like-kind basis. Alternatively, BioSentinel, INC. may, at its sole option, refund the entire purchase price for any defective product. As part of any replacement option, BioSentinel may, at its expense, require that the Buyer ship remaining product back to BioSentinel. THIS WARRANTY IS EXCLUSIVE. BIOSENTINEL SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND OR NATURE, DIRECT OR INDIRECT, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY. THE REMEDIES OF CUSTOMER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND, IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF BIOSENTINEL WITH RESPECT TO ANY CLAIMS REGARDING ANY PRODUCTS FURNISHED BY BIOSENTINEL, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS OR SERVICES UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL BIOSENTINEL, INC. BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY. Biosentinel is not liable for any loss, damages or penalties resulting from delays in manufacturing or delivery of products or services. The limited warranty set forth above applies to all products and services offered or provided by BioSentinel. Including, without limitation, catalog products, bulk products, customer products and custom services. Unless otherwise agreed by BioSentinel, BioSentinel makes no warranty regarding the accuracy or utility of any technical assistance or information provided by it to any customer.

9. **Intellectual Property Rights:** Certain applications of BioSentinel products may require licenses from other parties. Determining the existence and scope of such third-party intellectual property is the responsibility of the customer. Purchase of the product provides the customer with the limited license set forth above under any BioSentinel patents or patent applications, subject to any written limitation to this license in the product literature (i.e. Limited Use Label License). **The customer is responsible for carefully reviewing the product literature and**

respecting any limitations to this license, Including, but not limited to, limitations regarding commercial use and research for non-profit institutions.

10. **Authorized Use:** BioSentinel products are sold for the exclusive and non-transferable use of the purchaser. Products may not be repackaged, reformulated, or resold to others except with the prior written consent of BioSentinel and all applicable sublicensors.
11. **Export Controls:** Customer acknowledges that products may be subject to export controls under the United States Export Administration Regulations and other applicable United States laws. Customer shall (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with BioSentinel in any official or unofficial audit or inspection that relates to these controls and (c) not export, re-export, divert, transfer or disclose, directly or indirectly, any product or related technical documents or materials or any direct product thereof to any country (or to any national or resident thereof) that the United States Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer or disclosure is restricted, without obtaining the prior written consent of BioSentinel and the applicable United States Government agency. Customer shall indemnify and hold harmless BioSentinel and its owners, employees and affiliates from and against any claim against any of them arising in whole or in part as a result of customer's violation of this section.
12. **Pre-release Products:** If any product sold to customer by BioSentinel is a beta, technology access, early access or other pre-commercial release version (in each case, a "Pre-release Product"), then this section applies. To the extent that any provision in this section is in conflict with any other provision contained in these Terms and Conditions, this section shall supersede such other term(s) and condition(s) with respect to any Pre-release Product, but only to the extent necessary to resolve the conflict. Customer acknowledges that the Pre-release Product is a pre-release version, does not represent final product from BioSentinel, and may contain defects, bugs, errors and other problems that could cause system or other failures, sample loss and data loss. **CONSEQUENTLY, THE PRE-RELEASE PRODUCT IS PROVIDED TO BUYER "AS IS," AND BIOSENTINEL DISCLAIMS ALL WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE LIMITED WARRANTY SET FORTH ABOVE) AND ALL LIABILITIES AND OBLIGATIONS TO BUYER OF ANY KIND.** Buyer acknowledges that BioSentinel has not promised or guaranteed to customer that any Pre-release Product will be announced or made available to anyone in the future, that BioSentinel has no express or implied obligation to Buyer to announce or introduce any Pre-release Product and that BioSentinel may elect not to introduce a product similar to or compatible with any Pre-release Product. Accordingly, customer acknowledges that any research or development that

customer performs using the Pre-release Product or any product associated with the Pre-release Product is done entirely at customer's own risk.

13. **Product Improvements:** Except to the extent prohibited by applicable law, by accepting any product hereunder, customer grants to BioSentinel an exclusive, worldwide, fully sub-licensable, fully paid-up, royalty-free, irrevocable and perpetual license to any improvement of BioSentinel products or technologies the client makes. BioSentinel retains ownership of all subsequent assay conditions and reagents developed by BioSentinel and is free to make, use and sell assays and assay reagents to any third party without limitation.
14. **Copyright and Trademarks:** All content contained in printed materials or on the BioSentinel website is the copyright of BioSentinel unless specifically identified otherwise. Trademarks referenced herein are either registered trademarks of BioSentinel or third party trademarks, which are the property of their respective owners. All rights are reserved. Please contact BioSentinel to request prior permission to use copyrighted material or trademarks of BioSentinel. BoTestTM and BoCellTM, are registered trademarks of BioSentinel.
15. **Force Majeure:** BioSentinel will not be liable for failure to perform any contract or supply any product due to strike, fire, explosion, flood, riot, lock out, injunction, interruption of transportation, accident, inability to obtain supplies at reasonable prices, shortage of raw materials, discontinuance of a product line, manufacturing problems, acts of governmental authority, terrorism, war, acts of God or other causes beyond BioSentinel's control. Customer agrees that in such events, BioSentinel may allocate available products among its customers and BioSentinel's own requirements, without liability and at BioSentinel's sole discretion.
16. **Amendments:** BioSentinel reserves the right to amend these Terms and Conditions, in its sole discretion and without notice to customer. Such amended Terms and Conditions shall apply to all products purchased thereafter.
17. **Severability:** If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.