

Spex CertiPrep and Spex SamplePrep Standard Terms

1. OFFER AND ACCEPTANCE:

All quotations are firm for thirty (30) days unless otherwise specified, but may be withdrawn at any time. Acceptance by Seller is expressly limited to the terms hereof and no oral statement shall modify or add to the agreement between the parties. These Standard Terms shall be part of any subsequent contract between the parties unless Seller otherwise specifically agrees in writing to modifications expressly set forth in writing and signed by Seller's authorized representative.

2. PRICES/CHARGES/TAXES:

The prices quoted do not include any hazardous packaging charges, shipping charges, sales, use, excise, value-added or other similar taxes imposed with respect to this sale or purchase. Any additional charges and/or tax will be paid by Buyer and may be included with any invoice. International orders are accepted subject to United States and public carrier regulations as well as current export prices.

3. DELIVERY:

Any time of delivery stated is approximate only. Seller shall not be liable for delay in performance or inability to perform occasioned by any unforeseen conditions, including but not limited to, labor disputes, embargo, war, damage to factory, governmental law and regulation, inability to obtain labor materials, act of God or other causes beyond Seller's reasonable control affecting Seller, its suppliers, or any shipper.

4. WARRANTY:

For any item sold by the Seller to the Buyer or any repair or service, Seller agrees to repair or replace, without charge to the Buyer for labor, materials, or workmanship of which the Seller is notified in writing before the end of the applicable period set forth below, beginning from the date of shipment or completion of service or repair, whichever is applicable.

- (a) Chemical products, Sample Preparation Equipment and consumables. One year or as stated on label, with the exception of i. Computers and their peripherals
 - ii. Alumina, tungsten carbide, agate and zirconia grinding vials.
 - iii. Glassware and glass products.
- (b) Repairs, replacements, or parts – the greater of 30 days and the remaining original warranty period for the item that was repaired or replaced.
- (c) Installation services – 90 days.
- (d) The above warranties do not cover components manufactured by others and which are separately warranted by the manufacturer. Seller shall cooperate with Buyer in obtaining the benefits of warranties by manufacturers of such items, but assumes no obligations with respect thereto.

All defective items replaced pursuant to the above warranty become the property of the Seller.

This warranty shall not apply to any components subjected to misuse due to common negligence, adverse environmental conditions, or accident, nor to any components, which are not operated in accordance to the printed instructions in the operation manual. Nor does this warranty apply to any product, which has been altered, damaged, tampered with, or subjected to misuse or abuse including substituting parts or accessories of other manufacturers without the written consent of the Seller. Minor adjustments are not covered by warranty. Labor, materials, and expenses shall be billed to the Buyer

at the rates then in effect for any repairs or replacements not covered by this warranty

Spex SamplePrep, LLC guarantees its products against defects of materials and workmanship for one year from the date of original shipment or as stated on the label. Repairs and replacements made under warranty are guaranteed for the remaining original warranty period. The warranty excludes wear parts: parts that wear out through use and have to be replaced periodically for proper orientation. Wear parts include not only gaskets, drive belts, grinding balls and the like, but also pneumatic cylinders, the Geno/ Grinder ball slide, the Freezer/Mill coil and the Mixer/Mill clamp retaining spring assembly. Also excluded from the warranty are grinding vials and containers made from tungsten carbide, alumina ceramic, zirconia ceramic, silicon nitride, and agate. The customer pays return freight for warranty claims, but Spex SamplePrep, LLC will pay return freight to the customer if the warranty claim is valid. Spex SamplePrep, LLC reserves the right to judge whether a malfunction is due to defects in materials or workmanship, or to wear, negligence, or misuse.

This warranty shall not apply to any Spex CertiPrep, LLC/Spex SamplePrep, LLC manufactured components that have been repaired, altered or installed by anyone not authorized by Spex CertiPrep, LLC/Spex SamplePrep, LLC in writing. We reserve the right to determine if there has been any misuse of our equipment.

5. LIMITATION OF LIABILITY:

(a) Seller's liability hereunder from any and all causes, based on any legal theory or cause of action, shall be limited to general money damage in an amount not to exceed the moneys paid by the Buyer to the Seller for the product, giving rise to the cause of action or damage. Such limitation shall be the extent of Seller's liability regardless of the form in which any legal or equitable action may be brought against the Seller (e.g.: Contract, negligence, or otherwise) and the foregoing shall constitute the Buyer's sole remedy.

(b) Seller shall not be liable or deemed in default for any delay or failure to perform under this Agreement for interruption of services resulting directly from any cause beyond the Seller's reasonable control including but not limited to strike, embargo, government regulation or inability to obtain materials. If performance by the Seller is delayed by reason thereof, Seller shall notify the Buyer, and time and performance shall be extended for the period of such contingency.

(c) REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL THE SELLER BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE BUYER MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING OR RELYING UPON THIS AGREEMENT, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INSPECTION AND ACCEPTANCE:

Orders are accepted based on Buyer's inspection and acceptance at Seller's factory. If Buyer does not inspect the merchandise at Seller's plant, then Seller will furnish, on request, a report to Buyer that materials were inspected and tested and were found to have met specifications.

Spex CertiPrep and Spex SamplePrep Standard Terms (continued)

7. TERMS OF SALE:

All domestic sales are EXW, Metuchen, NJ unless otherwise specified. All delivery and handling charges, hazardous packaging charges, shipping charges, sales, use, excise, value-added or other similar taxes imposed shall be paid for by the Buyer.

8. REGULATIONS/RESTRICTIONS:

Seller endeavors to comply with all regulations regarding shipments of "Hazardous" articles. Some of the Materials and Standards listed in our Catalogs are considered "Hazardous" by the Department of Transportation (DOT), the International Air Transportation Association (IATA), the U.S. Postal Service, Federal Express or United Parcel Service and, as such, must be shipped under the restrictions imposed by these agencies and carriers. Whenever possible, Seller ships in accordance with the method specified or implied on your order. Seller reserves the right to alter that procedure to comply with the above indicated regulations. Also because of such compliance Seller charges for the required special packaging and appropriate shipping documents. The amount will vary with the quantity and mix of materials as well as method of shipment. Our sales staff will gladly quote the fee for a proposed purchase.

9. PAYMENT:

Payments shall be made in full within 30 days from the date of invoice, unless otherwise specified. A monthly service charge will be added to balances extended beyond 30 days equivalent to 1-1/2 percent per month (except where local laws prohibit, in which case the rate will be the highest allowed under law).

Seller will have no liability under Warranty while Buyer is delinquent or any payment is due to Seller.

Buyer shall be liable for payment of the goods covered by this Agreement as soon as they have been delivered to carrier. Also, risk of loss and damages to the goods covered by this agreement shall pass to Buyer upon Seller's delivery to the carrier. However, title to such goods shall remain with or in Seller's name until payment has been made in full.

If shipment is deferred at Buyer's request, payment shall nevertheless be due after notice to Buyer that the goods are ready for shipment. Reasonable storage charges shall be paid by Buyer after seven days unless prior agreement was made set forth in writing and signed by Seller's authorized agent.

10. DESIGN/MANUFACTURING CHANGES:

Seller reserves the right to make any changes in details of design/manufacture, or construction.

11. CANCELLATION:

An order once placed and accepted by Seller may be cancelled only upon Seller's written consent and may be subject to a restocking fee. Restocking charges of twenty-five (25) percent will apply on any order cancelled within 30 days of the scheduled ship date. Any cancellation request for orders scheduled to ship within 10 days from request day will not be granted.

12. PATENTS/COPYRIGHTS:

If any item of Seller's design is sold hereunder when used for its normal purpose are charged with infringement of a United States patent issue on or before the date of this contract and if Buyer has given prompt written notice of such charge, Seller at its option (a) shall obtain for Buyer the right to use such items, free of charge; or (b) shall substitute for such items other equally suitable items; or (c) at Seller's own expense shall institute or defend any suit or legal proceeding which may arise as a result of such charge and in any such suit or legal proceeding shall satisfy any final award for such infringement. Buyer's obligations hereunder are subject to the conditions that the charged infringement not arise from the combination of the items furnished with the other equipment or devices not furnished by Seller, or from modification or alteration of the equipment, or from the use of the entire responsibility for any claim or charge of patent infringement by Seller. In no case shall the liability of the Seller exceed that limitations set forth in paragraph 5 of this Agreement.

The products sold are for Buyer's individual use and may not be copied, duplicated or replicated. Buyer shall be liable for all damages, special and or consequential, including anticipatory profits incurred by Seller as a result of such conduct.

13. SAFETY OBLIGATIONS:

Buyer shall use operating procedures in the use of all products supplied by the Seller, including Safety Data Sheets supplied with chemicals and the use of all safety devices and guards when operating equipment, and Buyer shall maintain the same in proper working order. If Buyer fails to observe the obligations contained in the paragraph. Buyer agrees to indemnify and hold Seller harmless from any liability or obligation incurred by Buyer to persons injured directly or indirectly in connection with the use or the operation of the equipment. The foregoing indemnification shall in no event be deemed to have expanded Seller's liability for the items.

Seller's products are not for any cosmetic, drug, food or household application. Our acceptance of a purchase order is with the understanding that only qualified individuals trained and familiar with procedures suitable to the products ordered will handle them.

14. BUYER'S RIGHTS:

The Buyer may cancel an order if the Seller has materially breached this contract and any money paid to date will be reimbursed. The foregoing shall be the exclusive remedy of Buyer for any breach by Seller.

15. SELLER'S RIGHTS:

Seller has the option to reject or cancel an order with no penalty if for any reason it becomes impractical or impossible to manufacture the ordered products.

Spex CertiPrep and Spex SamplePrep Standard Terms (continued)

16. BUYER'S DEFAULT:

If the Buyer fails to pay the price as it becomes due or wrongfully rejects acceptance of the merchandise hereunder or any part thereof, then the Seller shall have the right to recover, in addition to the purchase price of the said merchandise, all costs incurred by said Seller to collect that same. Said collection costs shall include but not be limited to all monthly service charges together with all court costs and attorney fees. In addition to the foregoing and all other remedies which the Seller may have hereunder or by law, the Seller without notice (a) may bill and declare due and payable all undelivered products under this or any other contract with the Buyer and/or (b) may defer shipment hereunder and under any other contract until such default, breach or repudiation is removed and/or (c) may cancel any undelivered portion of this and/or any other contract in whole or in part (the Buyer remaining liable for damages).

17. GOVERNING LAW:

Any contract arising here from shall be interrupted and governed under the laws of the State of New Jersey and any disputes arising hereunder or in connections with the rights and obligations of this Agreement shall be resolved only in the State Federal Courts of New Jersey.

18 ENTIRE AGREEMENT:

This contract contains the final and entire agreement between the Seller and Buyer and no understanding, representations, agreements, modifications, alterations or additions shall be effective unless agreed to in writing and signed by Seller and Buyer.

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