1. GENERAL:
   a.) This contract contains the entire agreement between parties and supersedes any prior or contemporaneous oral or written agreements or communications between them relating to the subject matter hereof.
   b.) This contract may not be amended, modified or canceled without Seller's prior written consent, and any attempt to assign, modify or cancel it without consent shall be absolutely void.
   c.) No delay or omission to exercise any right, nor to enjoin accruing to Seller upon breach or default by Buyer under this contract shall impair any right, power or remedy of Seller, or shall be construed as a waiver of any such beach or default. All waivers must be in writing.
   d.) In the event of any of the provisions hereof shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control.
   e.) Any provisions of this contract prohibited by law of any state shall as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.
   f.) This contract shall be governed and construed in accordance with the laws of the State of Ohio, excluding however, Ohio law pertaining to conflicts of law.

2. SELLER'S LIMITED WARRANTY AND LIMITATIONS OF LIABILITIES:
   a.) The information in this brochure is based on data obtained by our own research and is considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data, the results to be obtained from the use thereof, or that any such use will not infringe any patent. This information is furnished upon the condition that the person receiving it shall make his own tests to determine the suitability thereof for his particular purpose.
   b.) All Goods manufactured by Seller will be free from defects in material and workmanship and meet Seller's specifications. These express warranties are in lieu of and exclude all other warranties, expressed or implied, including but not limited to the warranties of fitness for a particular purpose and merchantability. Seller's sole obligation under these warranties shall be to issue credit, repair, or replace any item or part thereof which is proved to be other than as warranted; no allowance shall be made for any labor charges of Buyer. Buyer's sole recourse for non-performance or breach of any term or condition other than workmanship is limited to an equitable adjustment, or the replacement of the non-conforming products, without additional charge to Buyer.
   c.) Special orders for items not normally stocked are non-cancelable and non-returnable.
   d.) Prices for any undeliverable Products may be increased by Seller in the event of any increase in Seller's purchase price of the Products.

3. PAYMENT:
   a.) Checks are accepted subject to collection and the date of collection shall be deemed the date of payment.
   b.) Any check received from Buyer may be applied by Seller against any obligation owing to Buyer to Seller, under this contract or any other contract, regardless of any statement appearing on or referring to such check, without disclosing Buyer's liability for any additional amounts owing to Buyer to the Seller, and the acceptance of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.
   c.) On any invoice not paid by maturity date (not thirty (30) days), Buyer shall pay interest from maturity date to date of payment at the maximum percentage rate of 15% (or such lower rate as may be the maximum allowable by law), together with Seller's costs of collection (including reasonable attorneys' fees).
   d.) Buyer agrees to pay the entire net amount of each invoice rendered by Seller pursuant to the terms of such invoice without deduction or set-off.
   e.) Prices for any undeletable Products may be increased by Seller in the event of any increase in Seller's cost of supplies, raw materials, labor or services, or any increase in Seller's cost resulting from govern- ment action or other cause beyond Seller's control.

4. CREDIT:
   Seller may in its sole discretion at any time and from time to time change the terms of Buyer's credit, require payment in cash before shipment of any or all of the Products specified herein, and/or require anticipated payment of any or all amounts due or to become due under this contract. If Seller believes in good faith that Buyer's ability to make payments called for by this contract is or may be impaired, Seller may, in its sole discretion, make this contract or any remaining balance thereof. Buyer remaining liable to pay for all Products already shipped.

5. TAXES/FREIGHT:
   Unless otherwise agreed in writing, the amount of all transportation charges from Seller's location and all taxes or other charges now or hereafter imposed by any government authority upon sale, purchase, resale, delivery, manufacture, production or possession of the Products specified herein, which may be paid by Buyer or for which Buyer may be held, shall be paid to Seller by Buyer in addition to the purchase price of the Products.

6. ORDERS:
   a.) Each order for Products is subject to acceptance in writing by Seller.
   b.) Orders may not be cancelled or rescheduled after delivery by Seller to the carrier. In the event of allocation of Products, orders that are accepted by Seller will be accepted using a fair schedule method.
   c.) Changes or cancellations orally or in writing, which are not specifically listed as an additional and separate charge on Seller's quotation or acceptance of Buyer's order.

7. DELIVERIES/TITLE:
   a.) All goods shall be packed in suitable containers for protection in shipment and storage. No special charges for packing or crating shall be made unless specifically listed as an additional and separate charge on Seller's quotation or acceptance of Buyer's order.
   b.) Subject to Seller's right of stoppage in transit, delivery of the Products to a carrier shall constitute delivery to Buyer, and risk of loss shall thereupon pass to Buyer; however, title shall remain in Seller until Buyer makes payment in full under contract. Products invoiced and held by Seller for any reason shall be at Buyer's risk and expense. Delivery route shall be the election of Seller unless specifically designated by Buyer.
   c.) Delivery of any installment of Products within 30 days after the date specified therefor shall constitute a limit of time and, if not delivered thereafter, delivery of the shipped items unless prior written Seller has received written notice of cancellation. Delivery of a quantity which does not vary by more than 10% from the quantity specified therefor shall constitute full performance of such delivery. Delay in delivery of one installment shall entitle Buyer to cancel that installment only.
   d.) Should delivery of all or part of the Products specified herein (or any other obligation of Seller) be delayed by events beyond Seller's control, Seller's time for performance shall be extended by the period of delay, or, at Seller's option, cancel this contract without liability. Buyer remaining liable for shipments already made. Sellers shall not be liable for any delays in or failures of delivery due to acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failures of and delays in common carriers, shortages of material, equipment or energy, or causes beyond the control of Seller.
   e.) Buyer is deemed to have accepted the Products unless notice of rejection is given within a reasonable time, which is agreed to be within seven (7) days after receipt. Buyer waives any right to revoke acceptance thereby.
   f.) No return of Products will be accepted by Seller without a return materials authorization number (RMA#), which will be issued in Seller's sole discretion. Returns Products must be in original shipping cartons, and must be freight prepaid. In the event any goods are proved to be other than as warranted, transportation costs to and from Seller's plant will be borne by Seller and reimbursement or credit will be made for amounts determined by Seller's quality control in accordance with the merchantability of the products or their suitability or fitness for any particular purpose or use or respecting infringement. These warranties shall not extend to any goods or parts thereof which have been subjected to misuse or neglect, damage by accident, rendered defective by reason of improper installation or by the performance of repairs or alterations outside of Seller's plant except when performed under Seller's specific authority. These warranties shall not apply to any goods or parts thereof furnished by Buyer or acquired from other suppliers required to Buyer to Buyer's specifications. BUYER SHALL NOT BE EN ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, LOSS OF DATA, LOSS OF USE, PROMOTIONAL LITIGATION, COSTS PREPARED BY BUYER. In the event any goods are proved to be other than as warranted, transportation costs to and from Seller's plant will be borne by Seller and reimbursement or credit will be made for amounts determined by Seller's quality control in accordance with the merchantability of the products or their suitability or fitness for any particular purpose or use or respecting infringement.

8. SPECIFICATIONS AND DESIGNS:
   a.) Should Buyer request that changes be made in the specification or design relating to any goods, delivery dates and schedules shall be revised accordingly, if necessary, and an equitable adjustment, upward or downward, shall be made in price in so far as warranted.
   b.) Any designs, tools, patterns, drawings, information or equipment furnished by Buyer, or any special tools made or acquired for the Buyer by the Seller which becomes Buyer's property, shall be used only in the production of the goods called for herein and not otherwise, unless Buyer's written consent is first obtained to exercise rights respecting such equipment or property while in its possession and control, but shall not be responsible for its damage or loss occurring without its fault or negligence or for ordinary wear and tear.

9. USE OF PRODUCTS:
   a.) If technical advice is offered or given in connection with the use of any Products it will be as an accommodation to Buyer and without charge and Seller shall have no responsibilities or liabilities whatsoever for the content or use of such advice. Description regarding the nature of the defects must be included with all returned Products. All items not eligible for credit will be returned to Buyer, transportation collect.
   b.) The following clause set forth or referred to in Sections 7-12 of the Armed Services Procurement Regulations are hereby incorporated by reference: Renegotiation (7-103.13), Eight Hour Law of 1912 (7-103.16 12-303.1), Walsh-Healey Act of 1936 (7-12-12-304), Non-disclosure in Employment (7-13, 19-12-802), Officials Not to Benefit (7-103.19), Buy American Act (7-104.6.1-10.64), Notice to the Government of Labor Disputes (7-104.11), Excess Profit (7-104.11), Military Security Requirements (7-104.15), Certification of Records (7-104.15), Convict Labor (7-104.17 12-203). In order to make the context of the above clauses applicable to these terms of sale, the word "Buyer" shall be substituted for the word "Government" and the word "Seller" shall be substituted for the word "contractor" whenever necessary.
   c.) Unless the design for the goods shall have been furnished by the Buyer to the Seller and used by the Seller in manufacturing the goods, Seller shall defend and save harmless the Buyer from any claim that an article, article, or part sold to the Buyer by the Seller, or report, or any design, drawing, information, or equipment furnished by Buyer, or any special tools made or acquired for the Buyer by the Seller which becomes Buyer's property, shall be used only in the production of the goods called for herein and not otherwise, unless Buyer's written consent is first obtained to exercise rights respecting such equipment or property while in its possession and control, but shall not be responsible for its damage or loss occurring without its fault or negligence or for ordinary wear and tear.

10. TOOLING:
   Tool, die, and pattern changes, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Changes for tools, dies, and patterns do not convey to Buyer life, ownership, or any other rights of possess- ion or removal, or prevent their use by other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

11. INSTALLATION/TRAINING:
   Buyer acknowledges that no installation, training or education is contracted for or purchased under terms of this contract unless specifically agreed in writing. In the event that Buyer receives any training from Seller, Buyer will be responsible for the Products or components received during such training, and Buyer acknowledges that any persons receiving such training may not be capable of operating the Products.

12. RESTOCKING POLICY:
   Merchandise that is returned must be accompanied by pre-approved return materials authorization number (RMA#). Return authorizations will be approved by Spartan Scientific. When materials are received, all tools, dies, and patterns are returned to Buyer with the cost of the materials and return transportation charges. Notice of claim for credit of such use, and agree to fully indemnify Seller and the Manufacturer from and against any and all damages, cost, loss, expense or liability arising out of or in connection with the use or performance of Products in life support or nuclear applications.

Spartan Scientific
P.O. Box 9792 • Boardman, OH 44513
STANDARD TERMS OF SALE AND RESTOCKING

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