

GENERAL TERMS and CONDITIONS

PLATYPUS TECHNOLOGIES LLC (hereinafter "PLATYPUS") agrees to sell its products under the Terms and Conditions below.

1. **Acceptance Governing Provisions:** By purchasing and accepting shipment of PLATYPUS's products, the organization that orders or buys products from PLATYPUS (hereinafter "PURCHASER") agrees to the Terms and Conditions herein. These Terms and Conditions, including all writings incorporated herein by reference, any quotation issued to PURCHASER by PLATYPUS, 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 PLATYPUS in writing, constitute the entire agreement between PLATYPUS and PURCHASER, and supersede all prior agreements and understandings between PLATYPUS and PURCHASER, oral or written. In the event of a conflict, a quotation takes precedence over these Terms and Conditions, and a written contract signed by both PLATYPUS and PURCHASER takes precedence over either. If one or more of these Terms and Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms and Conditions shall be unimpaired. These Terms and Conditions may be amended only by express written agreement signed by an officer of PLATYPUS. PLATYPUS's failure to object to provisions contained in any purchase order or other form or document from PURCHASER shall not be construed as a waiver of these Terms and Conditions nor an acceptance of any such provision.

PLATYPUS is shipping these products subject to these Terms and Conditions. PURCHASER will be deemed to have assented to these Terms and Conditions unless PURCHASER returns the products to PLATYPUS within 15 days after PURCHASER's receipt of the products and this form.

PLATYPUS reserves the right to discontinue the sale of any product or to make changes in any product at any time without notice.

2. **Delivery:** Unless specified differently in writing, all sales are FCA shipping point. PLATYPUS reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice.

3. **Inspection and Returns:** Upon PURCHASER's receipt of products shipped hereunder, PURCHASER shall inspect the products and notify PLATYPUS of any claims for shortages, defects or damages. If PURCHASER fails to so notify PLATYPUS within three days after receipt of the products, the products shall conclusively be deemed to conform to these Conditions and to have been irrevocably accepted by PURCHASER. Authorization for all product returns must be approved by PLATYPUS and a return authorization number given to PURCHASER prior to the return of products. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at PLATYPUS' facilities in a state satisfactory for resale to be eligible for product credit. A restocking charge of 25% or \$25 (whichever is greater) shall be charged on returns that are not the result of any error or fault of PLATYPUS. Shipping charges will not be credited. Products may not be returned for credit after 20 days after PURCHASER's receipt of the products.

4. **Credits and Refunds:** At the discretion of PLATYPUS, PLATYPUS may issue a product credit or refund for the product value and shipping charges. No product credit shall be available for use if a past due balance is outstanding on the account. Any product credit not used within six months of the date of issue shall expire.

5. **Payments:** Unless otherwise specified in a written quotation PLATYPUS provides to PURCHASER or written contract between the parties: products will be billed at the price in effect at the time shipment is made; such prices shall be subject to change from time to time without notice; terms of sale are net 30 days of date of invoice, in U.S. Dollars. Thereafter, a carrying charge of 1.5% per month will be added to the unpaid balance. If PURCHASER defaults in making any payment to PLATYPUS when due, PLATYPUS at its option and without prejudice to PLATYPUS' other lawful remedies, may defer delivery or cancel the written contract. If PURCHASER provides a purchase order number which



proves to be erroneous or invalid, PURCHASER agrees to pay the invoice(s) upon receipt of a "proof of delivery (POD)" and/or a "proof of shipment" signed and executed bill of lading/airbill from PLATYPUS.

6. Taxes and Other Charges: Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between PLATYPUS and PURCHASER shall be paid by PURCHASER in addition to the prices quoted or invoiced. If PLATYPUS is required to pay any such tax, fee or charge, PURCHASER shall reimburse PLATYPUS or provide PLATYPUS at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

7. Warranty: PLATYPUS warrants that its products shall conform substantially to the description of such products as provided in product catalogues and literature accompanying the products until their respective expiration dates or, if no expiration date is provided, for 6 months from the date of receipt of such products. PLATYPUS will replace, free of charge, any product that does not conform to the specifications. This warranty limits PLATYPUS's liability only to the replacement of the nonconforming product.

THIS WARRANTY IS EXCLUSIVE AND PLATYPUS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The stated express warranties, and the remedy provided for breach thereof, are in lieu of all other liability or obligations of PLATYPUS for any damages whatsoever arising out of or in connection with the delivery, use, misuse, performance, or the inability to use any of its products. IN NO EVENT SHALL PLATYPUS BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) EVEN IF PLATYPUS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the effect of the preceding sentence, PLATYPUS's maximum liability, if any, shall not exceed the purchase price paid by PURCHASER for the product.

This warranty shall not be effective if PLATYPUS determines, in its sole discretion that PURCHASER has altered or misused the products or has failed to use or store them in accordance with instructions furnished by PLATYPUS. PLATYPUS' sole and exclusive liability and PURCHASER's exclusive remedy with respect to products proved to PLATYPUS' satisfaction (applying analytical methods reasonably selected by PLATYPUS) to be defective or nonconforming shall be the replacement of such products free of charge, upon the return of such products in accordance with our instructions, although at its discretion, PLATYPUS may provide a credit or refund in accordance with Section 4 above. If PLATYPUS manufactures custom products for PURCHASER based on instructions, specifications, or other directions provided by PURCHASER, PLATYPUS shall not be liable for the lack of sufficiency, fitness for purpose or quality of the products to the extent attributable to such instructions, specifications, or other directions. PLATYPUS shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond PLATYPUS' reasonable control.

8. Compliance with Laws and Regulations: PLATYPUS certifies that to the best of its knowledge: PLATYPUS products are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders, including applicable requirements of the Fair Labor Standards Act, as amended, the Occupational Safety and Health Act of 1970 and Executive Order 11246; and PLATYPUS does not discriminate against any employee or prospective employee because of race, creed, color, national origin, sex, age or handicap, nor permit discrimination in any form nor maintain segregated facilities for our employees.

9. Intellectual Property Rights

9.1 Certain uses of these products may be covered by U.S. Pat. No. 6,284,197, No. 7018838, No. 10/597,118, No. 11/342,413, and No. 60/836,109, licensed to PLATYPUS. Certain applications of PLATYPUS products may require licenses from other parties. Determining the existence and scope of such third party intellectual property is the



responsibility of the PURCHASER. Purchase of the product provides the PURCHASER with a limited non-transferable license under any PLATYPUS patents or patent applications to use the product for internal research unless there is a written limitation to this license in the product literature. PURCHASER is responsible for carefully reviewing the product literature and respecting any limitations to this license, e.g. limitations for commercial use or research by for-profit institutions. These products may not be resold, modified for resale, used to manufacture commercial products, or used to develop commercial products without the express written approval of PLATYPUS.

9.2 Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of PLATYPUS's products. PLATYPUS warrants to PURCHASER that the manufacture and sale by PLATYPUS of products manufactured by or for PLATYPUS without reliance upon instructions, specifications, or other directions provided by PURCHASER and delivered hereunder, to PLATYPUS' knowledge will not infringe the claims of any patent, trademark or copyright ("Intellectual Property") of any third party. PLATYPUS does not warrant that the manufacture and sale by PLATYPUS of products manufactured in reliance upon instructions, specifications, or other directions provided by PURCHASER or PURCHASER's use or resale of products delivered hereunder will not infringe the claims of any Intellectual Property of any third party.

9.3 If any claim is made against PURCHASER or PLATYPUS for infringement of Intellectual Property rights of any third party arising directly and solely from the manufacture or sale of products by PLATYPUS in circumstances in which the manufacture of such products was not based upon instructions, specifications, or other directions provided by PURCHASER, PLATYPUS shall assume the defense of any ensuing litigation and conduct all negotiations for settlement of such claims and will bear the costs of any payment made in settlement or resulting from an award; provided that PURCHASER shall give PLATYPUS notice in writing as early as is reasonably practicable of any such claim being made or action threatened or brought against PURCHASER, shall make no admission of liability or take any other action in connection with such matter and shall permit PLATYPUS to defend such claim and shall (at PLATYPUS' expense) give all reasonable information, co-operation and assistance to PLATYPUS (including without limitation lending PURCHASER's name to proceedings) in relation thereto. The foregoing describes PLATYPUS' entire liability to PURCHASER and PURCHASER's exclusive remedies against PLATYPUS in connection with claims made against PURCHASER based on or resulting from such infringement of Intellectual Property rights of third parties.

9.4 If any claim is made against PLATYPUS for infringement of Intellectual Property rights of any third party as a result of (i) the manufacture or sale of products based upon instructions, specifications, or other directions provided by PURCHASER or (ii) PURCHASER's use or resale of products purchased from PLATYPUS, PURCHASER shall indemnify PLATYPUS, defend PLATYPUS and hold PLATYPUS harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that PLATYPUS may incur as a result thereof. PURCHASER shall fully cooperate with PLATYPUS in any investigation relating to any such claims and make available to PLATYPUS all related statements, reports and tests available to PURCHASER.

10. Authorized Uses

10.1 Except as otherwise agreed in writing by a PLATYPUS authorized representative, the purchase of products only conveys to PURCHASER the non-transferable right for only the PURCHASER to use the quantity of products and components of products purchased in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in PLATYPUS catalogues or on the label or other documentation accompanying the products (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety). Unless otherwise authorized, no right to resell the products, or any portion of them, is conveyed hereunder.

10.2 Unless otherwise expressly indicated in PLATYPUS catalogues or on the label or other documentation accompanying the products, the products are intended for research or laboratory use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or for



consumption by or use in connection with or administration or application to humans or animals. PURCHASER acknowledges that the products have not been tested by or for PLATYPUS for safety or efficacy, unless expressly stated in catalogues or on the label or other documentation accompanying the products. Without limiting the foregoing restrictions, PURCHASER warrants to PLATYPUS that should PURCHASER use or sell the products for any use other than research, PURCHASER shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights.

PLATYPUS shall not be liable for injury or damages resulting from the use or misuse of any of its products.

10.3 PURCHASER represents and warrant to PLATYPUS that: PURCHASER will properly test, use, and, to the extent authorized, manufacture and market any products purchased from PLATYPUS and any final articles made from them in accordance with the practices of a reasonable person who is an expert in the field, including, but not limited to, a technically qualified individual (40 C.F.R. § 720.3(ee)), and in strict compliance with all applicable national, state, provincial, and local food, drug, device, and cosmetic and other relevant laws and regulations, now and hereinafter enacted; and any final articles manufactured from the products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be articles which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

10.4 PURCHASER realizes that, because PLATYPUS products are intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. PURCHASER assumes responsibility to ensure that the products purchased from PLATYPUS are approved for use under TSCA, if applicable. Consistent with PURCHASER's agreement to comply with all TSCA R&D substance exemption requirements applicable to the purchase, PURCHASER agrees and warrant that it will comply with all requirements necessary to maintain the R&D exemption, including using the R&D substance under the supervision of a technically qualified individual, maintaining all necessary labeling, and providing all necessary notifications. PURCHASER also agrees and warrants that PURCHASER will use or sell (if otherwise so authorized) the R&D substance exclusively for R&D purposes or specified exempt commercial purposes. PURCHASER specifically agrees and warrants that it will not sell or distribute the R&D substance to consumers.

10.5 PURCHASER has the responsibility to conduct any research necessary to learn the hazards involved for any of PURCHASER's uses of products purchased from PLATYPUS and to warn PURCHASER's customers, employees and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. PURCHASER agrees to comply with instructions for use of the products furnished by PLATYPUS, if any, and not to misuse the products. If the products purchased from PLATYPUS are to be repackaged, relabeled or used as starting materials or components of other products, PURCHASER will verify PLATYPUS' assay of the products, qualify the products provided by PLATYPUS for such applications, and comply with all governmental requirements relating to labeling or providing other communications to customers. PURCHASER agrees to inform its employees of the risks, if any, involved in using or handling the products and to train and equip them to handle the products safely.

10.6 PURCHASER acknowledges that products received from PLATYPUS are subject to U.S. export control laws and regulations. PURCHASER represents and warrants to PLATYPUS that PURCHASER will not, directly or indirectly, (1) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from PLATYPUS to any destination, entity, or person prohibited by the laws or regulations of the United States, or (2) use the product for any use prohibited by the laws or regulations of the United States and/or PURCHASER's local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

11. Indemnity: PURCHASER shall, at its own expense, indemnify PLATYPUS, defend PLATYPUS and hold PLATYPUS harmless from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that PLATYPUS may incur as a result of any claim of negligence, breach of implied



warranty, strict liability in tort, or other theory of law, by PURCHASER, PURCHASER's officers, agents or employees, PURCHASER's successors and assigns, and PURCHASER's customers, whether direct or indirect, in connection with the use or resale of any products sold pursuant hereto either as a standalone product or a component part or raw material of another product, or by reason of PURCHASER's breach of or failure to perform any of its obligations hereunder, except to the extent provided in Condition 9.3 above or caused by a breach by PLATYPUS of the express warranty set forth in Condition 7 herein. PURCHASER shall notify PLATYPUS promptly of any incident involving products sold pursuant hereto resulting in personal injury or damage to property, and PURCHASER shall fully cooperate with PLATYPUS in the investigation of such incident and provide PLATYPUS with all related statements, reports and tests available to PURCHASER.

12. Technical Assistance: Unless otherwise agreed, all technical assistance and information PLATYPUS provides to PURCHASER regarding the products will be provided gratis, and PURCHASER assumes sole responsibility for results obtained in reliance thereon. PLATYPUS makes no warranty regarding such technical assistance or information.

13. Miscellaneous: These Terms and Conditions, and PURCHASER's purchase of products from PLATYPUS pursuant to them, shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws. PLATYPUS' exercise of any option, or failure to exercise any rights hereunder shall not constitute a waiver of PLATYPUS' rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay, or breach by PURCHASER. PLATYPUS may assign its rights and/or obligations under the Contract to any person in whole or in part.

