

Micron Bio-Systems Inc. Standard Terms and Conditions of SALE or CONTRACT			
Document No.	GP.BC.MN.15	Revision No.	2
Owner	ALEXRIPPON	Revision Date	2022-06-09

## STANDARD TERMS AND CONDITIONS

### 1 **DEFINITIONS**

1.1 In these Terms and Conditions:

The 'COMPANY' means Micron Bio-Systems, Inc., a Virginia corporation, whose address is 2329 Old Buena Vista Road, Buena Vista, VA 24416 .

The 'BUYER' means the company, partnership, other legal entity, group, and/or individual whose order for the Goods is accepted by the Company.

The 'GOODS' means the product(s) which the Company is to supply in accordance with these Terms and Conditions.

An 'ORDER' means a written purchase order for Goods entered into by the Company and the Buyer in accordance with paragraph 2.1 below.

### 2 **BASIS OF SALE**

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer, or any written Order of the Buyer which is accepted by the Company, subject in either case to these Terms and Conditions. These Terms and Conditions take precedence over and apply to the exclusion of any terms and conditions in any other quotation and/or order. No Order of Buyer shall be binding unless and until accepted and confirmed by the Company.

2.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Company.

2.3 The Company's employees and/or agents are not authorized to make any representations or warranties concerning the Goods, and the Buyer acknowledges that it has not relied on any representation or warranty not set out in these Terms and Conditions.

### 3 **TIME**

3.1 Any period or times stated for pick up by the Buyer at the Company or for delivery to the Buyer are estimates only. The Company shall use commercially reasonable measures to meet any such period or times, but the Company has absolutely no responsibility or liability for direct and/or indirect loss or damage of whatever nature resulting from delays. Time shall not be of the essence in respect of any period or times for pick up or delivery.

3.2 Where Goods are to be picked up/delivered in installments, any failure by the Buyer to comply with these Terms and Conditions will entitle the Company to withhold further installments.

### 4 **PRICES AND TERMS**

4.1 Prices and terms of sale are as per the Company's standard price list at the time of delivery or pick up (as applicable) or as otherwise set forth in writing by the Company. Payment of invoices shall be made within 28 days of the date of the invoice except where otherwise expressly set forth in writing by the Company. If the Buyer fails to comply with the established terms of payment the Company has the right to:

4.1.1 terminate the relevant Order without prejudice to its rights hereunder; and/or

4.1.2 charge the Buyer interest (both before and after any judgement) on the outstanding/unpaid amount. The rate of interest charged, unless otherwise specified on a particular price list or quotation, shall be the Prime Rate of Interest as quoted from time to time in the Wall Street Journal, plus 2%. Interest shall be charged from the first day

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after the due date until payment in full is made, and for the purpose of calculating interest, a part of a month shall be treated as a full month. Buyer further acknowledges and agrees that any and all interest charges and late payments are deemed to be due on the Company's first business day after the payment first became due, even if such charges have not yet accrued and/or been invoiced.

- 4.2 All prices are exclusive of any applicable sales tax or bank charges, all of which are payable by the Buyer in addition to the stated prices.
- 4.3 The Buyer shall make all payments due to the Company in full without any deduction by way of set-off, counterclaim or otherwise.

## **5 SPECIFICATION**

- 5.1 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

## **6 USE OF THE GOODS**

- 6.1 The Buyer shall use the Goods only in accordance with any instructions set out on or in any packaging, labelling and/or documentation provided with the Goods or otherwise made available to the Buyer by the Company. In particular, the Buyer shall not (1) use any Goods or knowingly permit any Goods to be used beyond any applicable use-by date and/or (2) use any Goods or knowingly permit such Goods to be used if such Goods have not been stored in accordance with any and all relevant instructions.

## **7 DISPATCH AND DELIVERY**

- 7.1 In cases where Goods are to be delivered by the Company to the Buyer or picked up by the Buyer from the Company within a specific period, and where the Buyer cannot accept delivery or effect pick up in the said period, the Company may, at its sole discretion either (i) store the Goods and take commercially reasonable steps to prevent their deterioration until their actual delivery or pick up, and the Buyer shall be liable to the Company for all applicable costs and expenses associated with this option, including, without limitation insurance; or (ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) credit the Buyer for the excess over the price payable by the Buyer or charge the Buyer for any shortfall below such price. This provision shall be in addition to, not in substitution for, any other payment or damages for which the Buyer may become liable in regard to its failure to take delivery or pick up at the appropriate time.
- 7.2 Where requested by the Company, the Buyer shall provide at its own expense adequate and appropriate equipment and manual labor for loading the Goods on pick up from the Company or for unloading the Goods upon delivery by the Company.
- 7.3 No Order which has been accepted by the Company may be cancelled by the Buyer, unless Company agrees to the cancellation in writing. If Company agrees to a cancellation, the Buyer shall fully indemnify the Company against any and all losses (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of the cancellation. Such indemnity payment shall be due and made to Company by Buyer within 15 days of the date the cancellation is approved.

## **8 PROPERTY AND INSURANCE**

- 8.1 The risk of the Goods will pass to the Buyer once presented for delivery by the Company at Buyer's location or on pick up by the Buyer (as applicable). Thereafter the Buyer shall be fully responsible for the satisfactory care and protection of the Goods until title to the Goods passes in accordance with paragraph 8.2 below and for such period shall:
- 8.1.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
- 8.1.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

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- 8.1.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price;
  - 8.1.4 notify the Company immediately if the Buyer becomes subject to any of the events listed in paragraphs 13.1.2 or 13.1.3; and
  - 8.1.5 give the Company such information relating to the Goods as the Company may require from time to time.
- 8.2 Notwithstanding delivery or pick up (as applicable) and the passing of risk with respect to the Goods, title to the Goods will pass to the Buyer only when the purchase price and all other sums owed by the Buyer to the Company are paid in full and received by the Company in full. If, notwithstanding anything else contained in these Terms and Conditions and for whatever reason, the Company does not receive such sums owed, then the Buyer shall remain liable to pay such sums owed.
- 8.3 Any re-sale of the Goods before title has passed in accordance with paragraph 8.2 must be made in the ordinary course of business and at full market value, in which case title to the Goods will pass to the Buyer immediately before the re-sale occurs.
- 8.4 In the event the Company reasonably fears that the Buyer is insolvent or otherwise unable to pay its debts or is about to become so, the Company and its authorized agents and representatives shall have the right of access to the property of the Buyer in order to identify and/or to recover any Goods in the possession of the Buyer for which the Company has not been paid in full. Prior notice shall not be required, but any such visit will only be made within reasonable business hours.

**9 GOODS DAMAGED / LOST IN TRANSIT/INSPECTION & REJECTION OF GOODS**

- 9.1 The Company shall not be liable for any loss or damage of whatever nature arising from non-delivery of the Goods, but the Company will replace or repair free of charge any goods damaged or lost in transit (excluding any transit from the Company's store in respect of goods picked up by the Buyer or where risk in the Goods has otherwise passed to the Buyer before the loss or damage occurs), or make up an incomplete delivery provided the Buyer gives the Company notification in writing of such loss, damage or incomplete delivery within 72 hours of delivery.
- 9.2 As used in paragraphs 9.2, 9.3 and 9.4, "Nonconforming Goods" means only the following: (i) the items shipped are different from those identified in Buyer's Order; or (ii) the labels or packaging of the items incorrectly identifies them. Buyer will inspect the Goods within five (5) days following receipt thereof (the "Inspection Period"). The Goods will be deemed accepted at the end of the Inspection Period unless Buyer notifies the Company in writing of any Nonconforming Goods and furnishes Seller with written evidence or other documentation reasonably required by the Company.
- 9.3 If Buyer notifies the Company of any Nonconforming Goods prior to expiration of the Inspection Period, then the Company will, in its sole discretion, (i) replace the Nonconforming Goods with conforming Goods, or (ii) credit or refund the purchase price for the Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer. At the Company's request and direction, Buyer will return the Nonconforming Goods at the Company's expense or dispose of the Nonconforming Goods in a manner approved by the Company, and upon request Buyer shall provide the Company with a certificate of destruction of such Nonconforming Goods. Upon receipt of the Nonconforming Goods, the Company will promptly refund the monies owed or ship the replacement Goods to the Buyer's Location at the Company's expense, with the Company retaining the risk of loss until delivery.
- 9.4 Buyer acknowledges and agrees that the remedies set forth in paragraph 9.3 are Buyer's exclusive remedies and the Company's sole liability for the delivery of Nonconforming Goods, and except as set forth in paragraph 9.3, Buyer has no right to return the Goods to the Company without the Company's written authorization.

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## **10 WARRANTY**

- 10.1 Subject to paragraph 10.2, the Company warrants that at the time of pick up by, or delivery to the Buyer, as appropriate, and for a period continuing until the "sell by" date indicated for the Goods, the Goods shall be free from defects in material and manufacture, shall conform to the provisions of any applicable laws in force applicable to the Goods, and shall conform to the Company's specifications for such Goods to the extent such specifications exist.
- 10.2 Other materials and equipment: With respect to Goods manufactured by a third party, the Company shall attempt to transfer to the Buyer the benefit of any warranty or guarantee given to it by the manufacturer, if possible. However, no such warranty is guaranteed. Details of such warranties are available on request.
- 10.3 The Company hereby agrees that in the event of a breach of any of paragraphs 10.1 to 10.2 it will at its sole option either (i) exchange the Goods in question for replacements of the same; or (ii) make good the defects in the materials and/or manufacture of the Goods in question. The remedies in this paragraph 10.3 shall be the Buyer's sole remedies in the event of any breach of any warranty(ies).
- 10.4 **SUBJECT TO APPLICABLE LAW, THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **11 LIMITS OF LIABILITY**

- 11.1 Any liability of the Company under any Order or otherwise in respect of the Goods is strictly limited only to the price paid for the Goods under the relevant Order.
- 11.2 Under no circumstances shall the Company be liable to the Buyer for any extra-contractual, punitive, and/or exemplary damages, including without limitation, loss of profits, revenue, goodwill, business opportunity or any other direct or indirect financial or economic loss or damage howsoever incurred.

## **12 PERFORMANCE DATA**

- 12.1 Any performance figures quoted or referred to in any specification or other document put out by the Company are estimates only based on assumed conditions, and levels of management, with experience, adequate and efficient users, and proper utilization of satisfactory materials. All these factors are outside the control of the Company and consequently performance cannot be warranted.

## **13 TERMINATION**

- 13.1 The Company may terminate any Order immediately if:
- 13.1.1 the Buyer commits a material or persistent breach of any provision of these Terms and Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; or
- 13.1.2 the Buyer takes any step or action in connection with its entering bankruptcy on a voluntary or involuntary basis, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or in connection with any analogous procedure in another jurisdiction; or
- 13.1.3 the Buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 13.2 Any termination of an Order shall be without prejudice to any other rights or remedies that the Company may be entitled to under these Terms and Conditions or at law. All outstanding payments owed to the Company by the Buyer shall become due immediately upon termination.

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**14 FORCE MAJEURE AND FRUSTRATION**

14.1 The Company shall be entitled to cancel or to rescind an Order, and in any event shall not be liable for loss or damage, if the performance of its obligations under these Terms and Conditions is in any way adversely affected by any cause whatsoever beyond the Company's reasonable control, including but not limited to the default of any subcontract, war, strike, lockout, trade dispute, flood, fire, accident to plant or machinery, shortage of materials or labor, inclement weather, energy disruption, computer or technological interruption, pandemic and/or act of terrorism.

**15 RECALL**

15.1 Buyer shall maintain accurate records of all Goods sold including a complete and current list of customers who have purchased, the date of such purchases and if possible, the lot numbers of the units purchased. In the event of a Company product recall, Buyer shall cooperate with the Company in effecting such recall, including promptly contacting any purchasers the Company desires be contacted and communicating information or instructions the Company deems necessary.

**16. SEVERANCE**

16.1 If any provision or portion thereof of these Terms and Conditions shall be held to be unlawful, invalid or unenforceable in whole or in part under any enactment or rule of law, such provision or portion thereof shall be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of these Terms and Conditions which will remain in full force and effect.

**17 LAW**

17.1 These Terms and Conditions and any Order placed pursuant to them shall be governed exclusively by and construed according to the laws of the Commonwealth of Virginia, USA. The Company and Buyer each hereby irrevocably consent to the jurisdiction of the state courts of Virginia and the federal courts located in the Western District of Virginia for all purposes in connection with any proceeding which arises out of or relates to these Terms and Condition.