

TERMS AND CONDITIONS OF SALE

1. COMPLETE AGREEMENT: These Terms and Conditions of Sale ("Terms and Conditions"), together with the purchase order, quotation, invoice, proposal, delivery ticket, or other document referencing the Terms and Conditions ("Order Document"), form the entirety of the contract between the purchaser described in the relevant Order Document ("Purchaser") and **KUBCO SERVICES, LLC** ("Seller") with respect to the purchase and sale of the equipment described in the Order Document ("Equipment"), and supersede all other communications, negotiations and prior oral or written statements regarding the subject matter hereof and thereof. Seller's acceptance of Purchaser's Order for the Equipment is expressly limited to and conditioned upon the terms and conditions set forth in these Terms and Conditions. Any terms and conditions contained in the Order Document or in any prior written or oral communication between Purchaser and Seller which are different from or in addition to the terms and conditions set forth in these Terms and Conditions are hereby rejected and shall not be binding upon Seller under any circumstances. Purchaser will be deemed to have assented to all of the terms and conditions set forth in these Terms and Conditions upon the earlier of: (i) Purchaser's issuance of the Order Document; (ii) Purchaser's acceptance of the Equipment to be provided hereunder; or (iii) the presentation of an invoice to Purchaser in connection with the Equipment to be provided hereunder. In the event of any conflict or inconsistency between any term or provision of the Terms and Conditions and any term or provision of the Order Document, these Terms and Conditions shall govern. No change, modification, rescission or discharge of these Terms and Conditions shall be binding upon Seller unless made in writing and signed on its behalf by a duly authorized employee of Seller. No modification or additional terms shall be applicable to these Terms and Conditions (or the Order Document) as a result of Seller's receipt, acknowledgment, or acceptance of Order Documents, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof.

2. PRICE AND ACCEPTANCE: All of Seller's quotations ("Quotation(s)") are for immediate acceptance and subject to change without notice. It is agreed that in the event of an increase or decrease in our suppliers' prices, any and all materials and services will be billed at the price in effect at the time of shipment. Sale of Equipment is not considered complete until a formal Order Document is submitted and accepted.

3. TAXES: Quotations do not include federal, state or local taxes on or measured by sales, which tax or taxes, where applicable, shall be added to the price contained therein, and paid by the Purchaser in the same manner and with the same effect as if originally added thereto.

4. EXPORT: Quotations of exported material do not include duties, taxes, crating, freight, insurance, dock charges or any charges relative to the exportation. These costs may be quoted as a separate item.

5. DELIVERIES: Seller's estimate as to time and delivery is based on conditions prevailing at the date of the Quotation and is subject to revision if other definitive Order Documents are received and accepted prior to the acceptance of the Quotation. Time of delivery will apply from the date of receipt of full manufacturing details at Seller's facilities and is subject to any event of force majeure, as set forth herein these Terms and Conditions.

6. ERRORS: Seller retains the absolute right to correct stenographical and clerical errors in Quotations.

7. SHIPMENT: All shipments, unless otherwise quoted, are F.O.B. Seller's facility. Claims for shortages or damage in transit shall be made by the Purchaser against the carrier.

8. PAYMENT TERMS: All orders are subject to credit approval by Seller. Seller's standard terms are net cash thirty (30) days from the date of Seller's invoice; provided, however, Seller reserves the right, at any time during Seller's performance of the Order Document, in its sole discretion, to require: (a) payment in advance; (b) payment upon delivery; or (c) progress payments. Seller shall have the right, among other remedies, either to terminate the Order Document or to suspend further performance under the Order Document (and any other Order Documents with Purchaser) in the event Purchaser fails to make any payment when due. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, from the date on which it is due until paid at a rate equal to the lesser of: (y) one percent (1%) per month; or (z) the maximum rate permitted by applicable law. Nothing contained herein shall be construed as authorizing Purchaser to delay or withhold any payment(s) beyond the due date for any Equipment sold under the provisions of the Order Document. It is expressly understood that all claims on the part of Purchaser or any other party are separate and shall have no bearing on the obligation of Purchaser to make full and timely payment(s) for all Equipment.

9. ALTERATION OR MODIFICATION OF EQUIPMENT: Purchaser may request alterations or modifications to the Equipment consistent with Seller's specifications and criteria; provided, however, no such changes or additions will be binding unless accepted in writing by Seller (and then only to the extent so accepted by Seller in such writing). In the event any alterations or modifications are accepted by Seller, Seller may revise the price and dates of delivery. Seller reserves the right to change designs and specifications for any Equipment without prior notice to Purchaser, except with respect to Equipment being made-to-order for Purchaser.

10. CANCELLATIONS: Purchaser may cancel the Order Document only upon reasonable advance written consent of Seller and upon payment to Seller of: (a) any cancellation charges set forth in the Order Document; or (b) if no such cancellation charges are specifically set forth in the Order Document, all costs and expenses incurred, and to cover commitments

made, by Seller and a reasonable profit thereon. Seller's determination of any cancellation charges under the Terms and Conditions and the Order Document shall be conclusive and binding upon Purchaser.

11. FORCE MAJEURE: Seller shall not be liable for delays in performance or for non-performance due to: acts of God; acts of Purchaser; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; the reduction, depletion, shortage, curtailment or cessation of Seller's materials or any other supplies or materials of Seller; or unforeseen circumstances; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Purchaser in the event of any of the foregoing. If Seller determines that its ability to supply the total demand for the Equipment, or to obtain material used directly or indirectly in the manufacture of the Equipment, is hindered, limited or made impracticable due to causes set forth herein, Seller may allocate its available supply to the Equipment or such material (without obligation to acquire other supplies for any such Equipment or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

12. WARRANTY: Seller warrants Equipment manufactured by Seller against defects in workmanship and material for a period of one (1) year after shipment. Seller warrants Equipment refurbished by Seller against the work it has performed and material for a period of six (6) months from the date of shipment. With respect to any such refurbished Equipment, the Seller will also assign and transfer to the Purchaser, to the extent possible and to the extent they are in effect, any and all warranties provided by the original Equipment manufacturers of component parts of such items. NOTWITHSTANDING ANY OTHER PROVISION OF THE TERMS AND CONDITIONS, EQUIPMENT MANUFACTURED BY OTHER MANUFACTURERS AND RESOLD BY SELLER IS WARRANTED ONLY TO THE EXTENT OF THE OTHER MANUFACTURER'S ORIGINAL WARRANTY. TERMS OF THAT WARRANTY ARE AVAILABLE UPON WRITTEN REQUEST.

During the warranty period, Seller will replace, without charge, any such Equipment which Seller's examination discloses to be defective, provided return or rejection of such Equipment is made within such period. No waiver, alteration or modification of the foregoing warranty shall be valid, unless made in writing and signed by a duly authorized employee of the Seller.

The warranties set forth herein are subject to the following conditions: (1) the Equipment must have been transported, installed, operated, and maintained properly; (2) the defects were not, in the Seller's sole opinion, caused by accident, misuse, abuse, neglect, deterioration due to erosion, corrosion or by chemical action (Seller is not responsible for the selection of materials to resist wear corrosion, corrosion fatigue, stress fatigue, stress corrosion cracking or other corrosion oriented failures); (3) the Purchaser notifies the Seller of the alleged defect in writing, promptly after the Purchaser discovers such defect; (4) the Equipment in question must be returned intact to the Seller's plant, freight prepaid and securely packed to avoid damage, for repair or replacement of the defective part(s); and (5) the warranty is limited to repair or replacement of the defective part. PURCHASER'S FAILURE TO ABIDE BY CONDITIONS (1) - (4) HEREIN WILL VOID THE WARRANTY.

Any descriptions and/or specifications of the Equipment, drawings, specifications, and any samples, models, bulletins, or similar material, used in connection with the sale of the Equipment are for the sole purpose of identifying the Equipment and are not to be construed as an express warranty that the Equipment will conform to such description. The description and/or specifications are solely for the purpose of offering the Equipment for sale. Any field advisory or installation support is for advisory purposes only. Seller makes no other warranty of any kind, expressed or implied, except as stated hereunder. Apart from the warranties set forth above, which only extend to the Purchaser, THE SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT SOLD.

13. LIMITATION OF SELLER'S LIABILITY: Seller's liability on account of defective Equipment shall in no event exceed the replacement cost thereof, Seller shall in no event be liable to Purchaser for expenses incurred on or for the loss, damage, injury (including death), direct or indirect, to persons or property, tangible or intangible (including loss of business) (a) occasioned by or growing out of the construction, maintenance, use, non-use, repair, replacement or delay in delivery of, or any defects in the goods, or (b) arising in connection with any method or process for which the goods may be employed, except to the extent caused by the gross negligence or willful misconduct of Seller but in no event shall Seller be liable and responsible for any special and/or consequential damages.

Seller will not be responsible for any damage or injury resulting from the failure of the centrifuge case to contain the internal components of the centrifuge under any circumstances. When operating this equipment all cover bolts must be properly secured.

14. INDEMNIFICATION: Except for claims covered by the express warranty set forth above, the Purchaser expressly agrees as a condition of its purchase of the Equipment that it shall indemnify and hold harmless the Seller, its agents, servants and its employees, from and against any and all losses, expenses, demands, and claims made against the Seller, its agents, servants and its employees by the Purchaser, any agent, servant or employee of the Purchaser, any subsequent purchaser, any agent, servant

or employee of a subsequent purchaser, any lessor or lessee, or any other person because of injury or illness or alleged injury or illness (including death) or damage, actual or alleged, WHETHER BY THE SOLE NEGLIGENCE OF THE SELLER, THE CONCURRENT NEGLIGENCE OF THE SELLER WITH THE PURCHASER, ANY AGENT, SERVANT, OR EMPLOYEE OF THE PURCHASER, ANY SUBSEQUENT PURCHASER, ANY AGENT, SERVANT OR EMPLOYEE OF ANY SUBSEQUENT PURCHASER, ANY LESSOR OR LESSEE, ANY AGENT, SERVANT OR EMPLOYEE OF ANY LESSOR OR LESSEE, OR ANY OTHER PERSON, arising out of, resulting from, any purported defect(s) in the Equipment or by reason of the use of the Equipment or in any way connected with, the operation, maintenance, possession, use, transportation or disposition of the Equipment that caused by hazardous chemicals or other hazardous materials on or in them, or of the possession, operation, maintenance, transportation, use or disposition of the Equipment by subsequent purchasers, lessors, owners, lessees or any other person, including that caused by hazardous chemicals or other hazardous materials on or in the Equipment. The Purchaser agrees to assume all responsibility in connection with the Equipment upon delivery thereof to the Purchaser or to a common carrier, whichever occurs first. Such indemnification includes, but is not limited to, all attorney's fees and legal expenses relating to such claims. The Purchaser agrees to defend at its own expense any suit, action or cause of action brought against the Seller, its agents, servants or employees based on any such alleged injury, illness or damage, and to pay all damages awarded therein.

15. GOVERNING LAW AND VENUE: THESE TERMS AND CONDITIONS, THE ORDER DOCUMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS ARE GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION TO THE LAW OF ANOTHER JURISDICTION. Purchaser and Seller agree that the state and federal courts located in Harris County, Texas shall have exclusive jurisdiction with respect to all actions arising in connection herewith, and the parties agree to submit to such jurisdiction.

16. RESOLUTION OF DISPUTES: Both parties agree to use commercially reasonable efforts to resolve disputes among themselves. The dispute shall be initially referred to a representative of Purchaser and a representative of Seller, both of whom shall discuss the matter in dispute and use all commercially reasonable efforts to reach an amicable agreement. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE ORDER DOCUMENT, WHETHER NOW OR EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THESE TERMS AND CONDITIONS OR THE ORDER DOCUMENT SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

17. STATUTE OF LIMITATIONS: To the maximum extent permitted by applicable law, any lawsuit, including, without limitation, for breach of contract and breach of warranty, arising out of the transactions covered by these Terms and Conditions and the Order Document must be commenced not later than twelve (12) months from the date the cause of action accrued.

18. NOTICES: Unless otherwise provided in these Terms and Conditions or the Order Document, all communications, notices, approvals, requests or consents hereunder or under the Order Document shall be in writing and shall be deemed to have been duly given: (a) when personally delivered; (b) when sent by facsimile (with written confirmation of receipt), provided that a copy is simultaneously mailed by registered or certified mail, postage prepaid, return receipt requested; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service; in each case, to the appropriate address or facsimile number, as applicable, set forth in the Order Document.

19. INDEPENDENT CONTRACTOR: The relationship between Seller and Purchaser shall be that of independent contractors only. Nothing in these Terms and Conditions or in the Order Document is intended to create, nor shall be deemed to create, any agency, partnership, joint venture or other similar relationship between Seller and Purchaser. Neither party shall have the right or authority to act on behalf of the other or represent that it has any such right or authority.

20. ASSIGNMENTS; SUCCESSORS: Purchaser may not assign any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of Seller, which shall not be unreasonably withheld. Subject to the preceding sentence, these Terms and Conditions will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of Seller and Purchaser. Any purported assignment in violation of this provision shall be null and void for all purposes.

21. WAIVER: No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

22. SEVERABILITY: If any of the provisions of these Terms and Conditions or the Order Document is found by a court of competent jurisdiction to be void or unenforceable, such provision shall be deemed to be deleted herefrom or therefrom, as applicable, and the remaining provisions hereof and thereof shall remain and continue in full force and effect.

23. U.N. CONVENTION: The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply.