



TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale (“**Terms and Conditions**”) shall apply to the sale by Laboratory & Biosafety Systems, Inc. (“**LABS**”), to the buyer set forth on the attached Quotation (“**Buyer**”) for the listed equipment (“**Products**”) and/or services (“**Services**”) (together, Products and Services are referred to as the “**Goods**”). The attached Quotation (and any attachments to the Quotation) together with these Terms and Conditions shall collectively be referred to as the “**Sales Order**.”

1. **Agreement.** The Quotation shall constitute no more than LABS’ offer to sell the goods identified in the Quotation (the “**Goods**”) to Buyer in accordance with these Terms and Conditions. A binding agreement between the parties shall be upon any first to occur of any the following events: (a) receipt by LABS of a signed purchase order from Buyer referencing the specific Quotation; (b) receipt by LABS of a copy of the Quotation signed by Buyer without alteration; (c) written acknowledgment from Buyer of Buyer’s acceptance of the terms set forth in the Quotation; (d) receipt by Buyer of the Goods; or (e) receipt by LABS of payment in full or in part for the Goods. These Terms and Conditions shall control over any terms and conditions proposed by Buyer in a purchase order or other document from Buyer that modify, conflict with, or add to the Sales Order (collectively referred to as “**Modifications**”), and any such Modifications shall be deemed to materially alter the Sales Order and are rejected by LABS unless agreed to by LABS in writing. **Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms and Conditions.** In the event of a conflict between any terms in the Quotation and the Terms and Conditions, the Quotation shall control.

2. **Prices.** Buyer shall pay the price for the Goods as listed on the Quotation (“**Purchase Price**”). Unless otherwise stated, Quotations are valid for thirty (30) days from the date issued. Only the items of equipment and/or labor specified in the Quotation are included in the price of the quote. Any additional items of equipment and/or labor requested by Buyer shall be at an additional cost and shall only be provided after written request by and approval by LABS. LABS reserves the right to change its prices at any time without notification; provided, however, the Purchase Price set forth on an accepted Sales Order shall be binding on the parties. Unless stated on the Quotation, the Purchase Price does not include any sales, use, occupation, excise or other taxes or fees assessed to LABS by the United States or any state, federal or local government (collectively, “**Taxes**”). Such Taxes shall be payable by Buyer to LABS when payment is due. If Buyer is a tax-exempt entity, Buyer must present all appropriate documentation for any tax exemption to LABS prior to placing its order. Prior to shipping Buyer’s order, LABS retains the right to re-quote an order due to any clerical errors or mutual mistake of fact. Additional charges may apply for certain shipments with special requirements. Acceptance of all orders by LABS are subject to LABS performing a credit check on Buyer, to which Buyer hereby consents.

3. **Payment Terms.** Buyer agrees to pay all invoices in full within thirty (30) days from the date of invoice unless specified otherwise in the Quotation. A late charge will be charged of the lesser of one and one-half per cent (1.5%) per month or the maximum rate allowed by law on all unpaid invoices over thirty (30) days past due. LABS reserves the right to change such terms of payment at any time and on a case-by-case basis. Notwithstanding the foregoing, LABS shall have the right in its sole discretion at any time to demand cash payment of some or all of the Purchase Price at the time the Sales Order is accepted, before shipment or C.O.D. Work or material which is to be furnished by a party other than LABS and which shall be at LABS’ expense must be authorized in writing by LABS, in advance, and notice to proceed must be received prior to furnishing such Services or materials. Upon completion of such work, the price, as authorized and approved by LABS, should be invoiced for processing of a credit memo to be applied to Buyer’s account. Unauthorized deductions or back charges to LABS will not be accepted.

4. **Shipment Terms.** A tentative estimated date for shipment is provided in the Quotation. LABS’ obligation to ship by such date is expressly subject to the terms of the force majeure provisions set forth in Section 15 below. Unless otherwise specifically agreed to in the Quotation LABS does not guarantee a particular date for shipment or delivery of the goods quoted. While LABS shall make reasonable efforts to meet any delivery date(s) requested by Buyer, LABS will not be in breach of the Sales Order for its failure to meet any such date(s). LABS shall have the right to deliver any portion of the Goods included in the Quotation and to invoice and/or bill for such portion of Goods. Buyer agrees to and shall pay for the Goods ordered in accordance with the payment terms of Section 3 upon written notification that the Goods are ready to be shipped and delivered, notwithstanding the fact that Buyer may be unable to receive or provide suitable storage space for any such delivery. If Buyer is unable to receive or provide suitable storage space for the Goods, such Goods may be stored by LABS at Buyer’s risk. Buyer agrees to and shall pay and/or reimburse LABS for any storage fees incurred.

5. **Title; Risk of Loss.** LABS title and risk of loss passes to Buyer (a) for Goods directly delivered by LABS to Buyer, upon delivery to Buyer’s facility; (b) for Goods shipped via a common carrier, upon acceptance of the Goods by the common carrier; and (c) for Goods picked up at LABS’ facility or LABS’ supplier’s facility by Buyer, upon receipt of the Goods by Buyer.

6. **Returns.** Buyer shall inspect the Goods immediately upon their arrival at the designated shipping address. Buyer has ten (10) days after receipt to inspect the Goods (the “**Inspection Period**”). LABS shall be given an opportunity to inspect the Goods. For any defective items, Buyer must request a Return Authorization in advance in writing prior to the expiration of the Inspection Period and return the defective items FOB point of manufacture. For any item determined to be defective by LABS, LABS may decide in its sole discretion the remedy from among those set forth in Section 13 below. If Buyer shall fail to give such advance Return Authorization notice, the Goods shall be deemed to conform with the terms of the Sales Order and are deemed to be accepted by Buyer, and Buyer shall be bound to accept and pay for the Goods in accordance with the terms herein. Buyer expressly waives any rights Buyer may have to revoke acceptance after such Inspection Period and LABS will not be held responsible for any claims made by Buyer after the Inspection Period, nor for returns without proper return pre-authorization. If there is any damage, shortage or if the wrong Goods are shipped, Buyer must notify LABS in writing within ten (10) days of receipt of the product to request a return pre-authorization. Except as provided in this Section 6, Goods cannot be returned for a refund or exchange after acceptance or after the Inspection Period. All returns must be pre-authorized by LABS. In the case of replacement, LABS will pay the shipping charges to the Buyer’s location specified in the Quotation. In all other cases, Buyer is responsible for paying the cost of shipping and for fully insuring the Goods. All Goods delivered by the manufacturer must be returned directly to the manufacturer, not LABS. All Goods delivered by LABS shall be picked up by LABS at Buyer’s location. Notwithstanding the above return policy, the following types of Goods are nonreturnable: (A) consumables (such as, but not limited to, belts, filters, etc.), and (B) custom equipment (such as, but not limited to, electrical panels, filter housings, air flow stations, etc.).

7. **Installation.** Buyer agrees to follow any and all installation, operations and maintenance guidelines provided by LABS or the manufacturer of the Goods before or after installation. LABS disclaims all liability for defects arising from improper installation by Buyer or its agents or contractors.

A. Buyer shall be liable to LABS for any damages or loss incurred by LABS or its agents or contractors for personal injury, property damage or other liability of any kind, including, but not limited to, attorneys fees and costs (collectively, the foregoing referred to as “**Loss**”), arising out of or in any way connected with Buyer’s (or its agents and contractors) acts or omissions (“**Buyer’s Acts**”) relating to the delivery, installation, operation, servicing, repair, replacement, maintenance, de-installation or removal of any Goods, components thereof, replacement parts thereof, consumables, accessories or the like or for any Services provided to Buyer.

B. Buyer shall defend, indemnify and hold LABS and its agents and contractors harmless from any and all claims and Losses, as a direct or indirect result of any negligent act or omission or willful misconduct of Buyer, its officers, employees, subcontractors, or agents in connection with Buyer’s Acts, and whether or not such liabilities are litigated, settled, or reduced to judgment. Buyer shall not settle any claim without LABS’ prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

8. **Warranty.**

A. **Product Warranty.** LABS offers the following warranty on Products and Services sold to Buyer pursuant to the Quotation (collectively, the “**Product Warranty**”).

i. **Products Manufactured by LABS.** For Products manufactured by LABS, LABS warrants that, subject to accepted industry tolerances, the Products shall meet the written technical specifications stated in the Quotation and that the Products will be free from material defects in materials and workmanship for a period of twelve (12) months from the date of installation (the “**Product Warranty Period**”).

ii. **Products Manufactured by Others.** For Products manufactured by third parties, LABS passes on to Buyer the original manufacturer’s warranty which, upon delivery of the Products, is deemed automatically assigned from LABS to Buyer. Upon Buyer’s request, LABS shall provide Buyer with a written copy of the manufacturer’s warranty in effect at the time of delivery.

iii. **Services Provided by LABS.** For any Services provided by LABS pursuant to the Quotation, LABS warrants that all Services will be (a) performed in all material respects in accordance with and conform to the description of Services stated in the Quotation, (b) free from material defect and deficiency during the applicable Service Warranty Period (set forth below), and (c) otherwise performed in all material respects in a workmanlike manner in accordance with recognized industry standards. LABS shall furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever necessary or proper to perform and complete the Services, except as otherwise expressly specified in the Quotation to be furnished by Buyer or as stated in the Quotation as being excluded from the scope of work of the Services. LABS’ “**Service Warranty Period**” for Services is as follows: (x) for installation of new equipment, twelve (12) months from the date of completion of installation; (y) for maintenance and repair Services, thirty (30) days following LABS’ performance of such Services; and, (z) for calibration,

data gathered and reported is warranted as correct for the day the data was taken. If any failure of the Services to meet this warranty is discovered prior to the expiration of the applicable Warranty Period and LABS is notified thereof, LABS will at its sole risk and cost promptly perform such remedial actions so as to bring the Services into compliance with the warranty.

B. THE ABOVE PRODUCT WARRANTY IS BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR THE GOODS AND IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, AND STATUTORY OR OTHERWISE. LABS MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, ORAL OR IN WRITING, IN FACT OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE FOR ANY OF ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE PRODUCT WARRANTY.

C. LABS may make optional extended warranty protection available at an extra cost. In order to be effective, any extended warranty or maintenance agreement must be in writing and signed by an authorized officer of LABS.

D. The Product Warranty shall not apply to any Products damaged by Buyer or its agents or contractors. Any modifications Buyer or its contractors make to the Goods may void any manufacturers' warranties and may void the Product Warranty provided by LABS.

9. **Limitation of Liability.**

A. LABS disclaims all liability for and is not responsible for any problems or defects arising from improper installation, maintenance, or use of the Goods by Buyer or its agents and contractors. LABS is not bound by and disclaims all liability from any representations or undertakings made by any of its agents or employees, including but not limited to, the specifications, quality, packaging, price, conditions, or delivery of the goods, except as expressly set forth in the Quotation. LABS shall have no responsibility for Buyer's labor costs, delay damages or similar consequential damages incurred due to the shipment of defective Goods, or delay in shipment of Goods.

B. Buyer assumes all risk and liability resulting from the use of the Goods, whether used singly or in combination with other goods. LABS shall not in any case be liable for special, incidental, punitive, indirect or consequential damages or loss of profits, loss of opportunities, loss of data, or loss of use damages, arising out of this Sales Order or the creation or supplying of any work product, deliverables, even if LABS has been notified of the possibility of such loss.

C. LABS shall not be responsible for labor charges for removal or reinstallation of defective components, charges for transportation, handling and shipping, or charges for refrigerant losses. If the Goods supplied hereunder requires the use of water or steam, re-circulated or otherwise, LABS shall not be liable for the effect of its physical or chemical properties upon said equipment. LABS shall not be liable for the physical or chemical effect on Goods from any materials present or to which the Goods are exposed. LABS, at its option, may cancel any or all mechanical component warranties if Buyer's payment is not received in accordance with the terms hereof or if Buyer breaches any contractual obligation herein.

D. This Section 9 shall survive any expiration or termination of this or any other Sales Order.

10. **Indemnification.**

A. **By Buyer.** Buyer assumes the entire responsibility and liability for and agrees to indemnify, defend and hold harmless LABS, its officers, directors, shareholders, agents, employees, successors and assigns from and against any and all losses, expenses (including without limitation, attorneys' and other professionals' fees and costs), costs, damages (including special, consequential, punitive and incidental damages), demands, liabilities, suits and claims, in connection with or arising out of any actual or alleged personal injury (including death), or damage or destruction to property (including loss of use), or any other claim made by a third party by reason of (a) any act, error or omission of Buyer or its agents, employees, suppliers, contractors, subcontractors or consultants, provided that such injury, death, damage or destruction is not occasioned by the sole gross negligence of LABS; (b) Buyer's use or misuse of the Goods (including but not limited to faulty installation, alterations, operation, or maintenance by Buyer or its agents and contractors); or (c) Buyer's breach of this Sales Order, or violation of any applicable law or the rights of a third party. The provisions of this paragraph shall continue in effect notwithstanding the fact that Buyer has accepted and paid for the Goods. Buyer further understands that LABS is relying upon this limitation in determining the cost of the Goods and Services provided to Buyer.

B. **By LABS.** LABS agrees that it will, at LABS' cost and expense, indemnify, defend, and hold harmless Buyer and Buyer's directors, officers, employees, shareholders, contractors, vendors, suppliers, facility owners or lessees, and any other third parties doing business with Buyer (collectively, the foregoing referred to as the "**Indemnified Parties**") from and against all loss, cost (including reasonable attorneys' fees and costs), damages, claims, demands, actions, proceedings and litigation arising from (a) claimed or actual infringement or contributory infringement or violation or any intellectual property right by any or all of the Goods, the purchase, use or resale of the Goods for their ordinary intended purposes as well as any special purposes specified herein or identified by either party in writing, (b) labor or material liens, fees, commissions or other compensation claimed by any third party because of the Products, Services or work allegedly provided, performed or rendered for Buyer in connection with this Sales Order, or (c) personal injury to or death of any person or damage to any property whatsoever caused by, resulting from, occurring in connection with, or arising out of LABS' performance of the Services hereunder or any work performed by LABS on the Indemnified Parties' premises to the extent the negligence or willful misconduct of LABS, its employees, contractors and agents.

C. As a condition to each party's performance under this Section 10, each party agrees to cooperate with the other party in a prompt and timely manner with the information, authority, access to personnel, and assistance necessary to perform the relevant obligations under this Section 10. If failure of a party to fully cooperate with other party results in material harm to the indemnifying party's ability to defend such claims, the indemnifying party will not be required to perform under this Section 10. This Section 10 shall survive any expiration or termination of this or any other Sales Order.

11. **Termination for Convenience.** LABS shall have the right to terminate the Sales Order for convenience, in whole or in part, at any time, upon delivery of written notice to Buyer. In the event of such termination, LABS' sole liability shall be limited to (a) delivery of Goods completed and available for shipment; and (b) the return of any payments made by Buyer for Goods not delivered.

12. **Cancellation.**

A. **By LABS.** LABS shall have the right to cancel this Sales Order, in whole or in part, at any time, with or without notice to Buyer, upon the occurrence of any of the following events (each an "**Event of Default**"): (a) Buyer fails to fully perform or breaches any of its obligations under this Sales Order; the commencement of an involuntary case or the filing of a petition against Buyer, which petition is not dismissed within thirty (30) days of filing (1) seeking reorganization of, arrangement or adjustment of, or in respect of Buyer under the Federal Bankruptcy Code as now or hereafter constituted, or under any other applicable federal or state bankruptcy, insolvency, reorganization, or other similar law; (2) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official of Buyer for any part of its property; or (3) seeking the winding up or liquidation of its affairs; (b) the commencement against Buyer of a voluntary case, the institution by Buyer of proceedings to be adjudicated as bankrupt or insolvent, or the consent by Buyer to the institution of bankruptcy or insolvency proceedings against it under the Federal Bankruptcy Code as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law; (c) the consent by Buyer to the appointment of or taking possession of Buyer or any substantial part of its property by a receiver, liquidator, assignee, trustee, custodian, or other similar official; (d) the making by Buyer of any assignment for the benefit of creditors; (e) the admission by Buyer in writing of its inability to pay its debts generally as they become due, or the failure of Buyer to generally pay its debts as such become due; (f) the taking of any corporate action by Buyer, its shareholders, Board of Directors, or any committee of the Board in furtherance of any of the provisions of this paragraph; or (g) LABS, in its reasonable opinion, believes that Buyer's ability to perform pursuant to this Sales Order is in danger or impaired. In the event of cancellation of this Sales Order by LABS under this Section 12, LABS shall have the rights and remedies set forth in Section 13, and LABS' sole liability to Buyer shall be to return any payments made by Buyer and delivered to LABS for cancelled Goods.

B. **By Buyer.** Many products sold by LABS are custom made by LABS or its manufacturers according to Buyer's request and/or specifications, and LABS' manufacturers will ordinarily not accept cancellation requests for orders that are in process. Orders may be canceled by Buyer only with the written consent of LABS and upon payment of reasonable cancellation charges. Such charges shall take into account costs, overhead and expenses thereto incurred, purchase or contract commitments made by LABS and its manufacturers and all other losses due to such cancellations, including, but not limited to, actual and consequential damages.

13. **Rights and Remedies.**

A. **Remedies of LABS.** If an Event of Default occurs, LABS shall, in addition to the right of cancellation, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, LABS may, at its option: (i) make a full or partial delivery of Goods and demand immediate cash payment for such Goods; (ii) demand immediate cash

payment for Goods already delivered; (iii) recover Goods shipped but not yet paid for; or (iv) resell the Goods and charge Buyer for the amount by which the resale price is less than the Purchase Price.

B. Remedies of Buyer. Buyer's exclusive remedies, and LABS sole liabilities, for shipment of nonconforming or defective Products or nonperformance of any Services or any breach of Product Warranty or breach of the Sales Order or any claim of Buyer against seller related to the Goods or the Sales Order, directly or indirectly, is expressly limited to, at LABS' option, either repair or replacement of the nonconforming Products or re-performance or correcting performance of the Services or a refund of the purchase price paid by Buyer for the nonconforming or defective Products or Services at LABS' option. LABS' maximum liability for any reason whatsoever under this Sales Order shall consist of the refunding of all monies paid under the Quotation at issue for the Products or Services at issue, subject to the expense of any removal and return of the Products to LABS.

C. The remedies provided in this Section 13 shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies LABS' existing at law or in equity. Each party may exercise all remedies, whether or not expressed, successively or concurrently, and any such action by LABS shall not operate to release Buyer until the full amount of all sums due and to become due under this Sales Order have been paid. None of the remedies available to LABS may be limited except to the extent and in the manner agreed upon by LABS in a separate written agreement specifically designating such limitation and signed by an authorized representative of LABS.

14. Security Interest. Pursuant to passage of title as specified in Section 5, Buyer grants a continuing first priority purchase money security interest in Buyer's right, title, and interest in and to the Products LABS to secure payment and performance of all obligations of Buyer incurred to LABS. Upon the occurrence of any Event of Default, LABS shall have all rights set forth under the Uniform Commercial Code, including but not limited to, UCC-Article 9, and may exercise its rights of enforcement thereunder in the state where the Goods are located by entering Buyer's property and requiring Buyer to gather and/or uninstall the Goods and make them available for LABS to take possession or dispose of the Goods. Buyer agrees to execute such documents and undertake such actions as are reasonably necessary to create and perfect LABS' security interest in the Goods. Buyer consents to LABS filing a Form UCC-1 or such other filings with respect to the Goods in any jurisdictions that LABS deems appropriate. Buyer's obligations under this Section 14 shall survive any termination or expiration of this Agreement. All expenses, costs and charges incurred by or on behalf of LABS in connection with this security interest or the Products, including all expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Products shall be added to the outstanding amounts owed by Buyer to LABS.

15. Force Majeure. LABS will be excused from any delay or failure to perform under this Sales Order due, in whole or in part, directly or indirectly, to acts of God, floods, fires, explosions, civil disorder, acts of terrorism, weather or war, casualty or accidents, transportation difficulties, shortage of fuel, strikes, lockouts, or other labor or industrial disturbances; any law rule, order, or action of any court, agency or other instrumentality of the federal, state or local governments; or exhaustion, reduction, unavailability or delay in receipt of any parts, product or material necessary in the manufacture of the Goods to be sold (regardless of whether or not such exhaustion, reduction, unavailability, or delay is beyond such party's control, provided only that the same is not willfully done or brought about for the purpose of excusing performance under this Sales Order). If any of the events or contingencies referred to in this Section 15 occur, LABS shall have the right to curtail deliveries or allocate its supply of goods for sale among all of its customers in any manner which LABS deems, in its sole discretion, fair and reasonable in the circumstances, and Buyer shall not hold LABS responsible in any manner for losses or damages (including consequential damages) which Buyer may incur as a result of such failure, curtailment or allocation by LABS.

16. Waiver. No claim or right arising out of a breach of this Sales Order may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Sales Order shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Sales Order, nor as to any prior or subsequent breach of the same provision.

17. Attorneys' Fees. In the event of litigation between the parties with regard to this Sales Order, the Goods, or either party's performance hereunder, the losing party shall pay the prevailing party's expenses including, without limitation reasonable, attorneys' fees, professionals' fees and costs, any appeals and costs of collection, and which may be added to any judgment entered in such litigation. Buyer also agrees to pay LABS costs of collection, if applicable, including costs for a collection agency or legal counsel to collect past due payment.

18. Assignment. Buyer agrees that all or any part of this Sales Order or Buyer's obligations or rights therein may be assigned by LABS at any time in LABS' sole discretion. Buyer shall not assign, delegate or subcontract any of its rights or obligations under this Sales Order without the prior written approval of LABS. Any such assignment, delegation or subcontracting by Buyer without LABS' prior written

consent shall be of no power or effect. For the purposes of this Section 18, “**assign**” means assign, transfer, or convey (whether by merger, contract or operation of law).

19. **Entire Agreement.** These Terms and Conditions, together with the Quotation, constitute the Sales Order and the entire agreement between the parties with respect to the Goods and supersedes all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Sales Order. The agents, employees, and representatives of LABS are not authorized to make modifications to these Terms and Conditions or the Quotation, or to make additional warranties binding on LABS. Any such additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Buyer. No agreement or other understanding in any way modifying the conditions of this Sales Order will be binding on the parties unless made in writing and signed by Buyer and an officer of LABS.

20. **Severability.** In case one or more of the provisions of this Sales Order shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Sales Order shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Sales Order.

21. **Changes.** No change to a Sales Order shall be binding except upon written authorization of LABS. LABS may at any time by written notice make changes within the general scope of this Sales Order in the specifications, designs, packaging, methods of shipment, quantities, place of delivery, or delivery schedule(s). If any such change causes an increase or decrease in the costs of or the time required for Buyer’s performance, an equitable adjustment may be made, agreed upon by Buyer and LABS, in the price or delivery schedule, or both, provided that a written request for such an adjustment shall be made to LABS within five (5) days from the date of Buyer’s receipt of LABS’ written notice making the change. The Sales Order may then be modified and Buyer’s request for an equitable adjustment accepted only by written change order from LABS. Nothing contained in this Sales Order shall relieve Buyer from proceeding without delay to perform its obligations under this Sales Order, as changed. Buyer is responsible for reading and following the terms set forth herein and for periodically checking LABS’ website (www.labsga.com) for any updates.

22. **Governing Law; Jurisdiction.** The Sales Order shall be construed and enforced in accordance with the substantive and procedural laws of the State of Georgia, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted the Sales Order. The parties consent to the personal and subject matter jurisdiction and venue in the courts of the State of Georgia, Gwinnett County or the United States District Court for the Northern District of Georgia, and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

23. **Claims.** All claim(s) arising from the performance or nonperformance of LABS under this Sales Order must be brought within twelve (12) months from the date such claim arose, subject to the terms of the Product Warranty.

24. **Notices.** All notices required to be given pursuant to this Sales Order shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving party at the address stated in the Quotation. Each party will provide written notice to the other party in the event of a change in the contact information below. Notice shall be deemed given when (i) sent by fax to the fax number specified below; (ii) delivered by hand to the address specified below, (iii) three (3) days after mailing by certified first class mail, (iv) one (1) day after delivering to a recognized overnight delivery carrier, or (v) on the date sent by electronic mail, provided that confirmation is sent by at least one of the other foregoing methods.

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