

SPEX CertiPrep/SamplePrep/Protocol Analytical

TERMS AND CONDITIONS

1. Acceptance of this purchase order shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions hereof. We shall not be bound by additional provisions or provisions at variance herewith that may appear in any quotation, acknowledgment, invoice or in any other communication from Seller to us, unless such provisions are expressly agreed to in a writing signed by us. Our acceptance of or payment for goods shipped shall constitute acceptance of such goods subject to the provisions herein only, and shall not constitute acceptance of any counter-proposal submitted by you not otherwise accepted in a writing by us. Upon acceptance, this purchase order shall constitute the entire agreement between Seller and Buyer and may not be modified or rescinded except by a writing signed by both Seller and Buyer.

2. Seller warrants to us and to our customers that goods furnished will be free from defects in material and workmanship and will conform to any specifications, drawings or samples within the tolerances specified in this order. This warranty shall survive inspection, acceptance and payment.

3. Seller guarantees that the purchases, normal use by us or our customers, conversion or resale of any goods covered by this order will not violate or infringe any copyrights, trademarks or patents owned by others and agrees to indemnify and hold us, our successors, assigns, agents and customers harmless from any damages or loss of profits in connection therewith, including, without limitation, reimbursement for any litigation or other attorney expenses.

4. In addition to all other rights given by law, we retain the right to return, at Seller's expenses, all goods which may be defective or sent otherwise than in accordance with this order and to retain such part of such goods as may be satisfactory and complies with this order, paying for such part at the contract rate.

5. Seller shall indemnify and hold us, our successors, assigns, agents, customers and users of its products harmless from any loss, damage or liability (including costs and expenses) for injuries to persons (including death) or damages or destruction of property caused or resulting from the negligence of Seller, its agents or employees in the manufacture of goods or the performance of this order.

6. We reserve the right to terminate this order in whole or from time to time in part even though the Seller is not in default hereunder. In such event there will be made an equitable adjustment of the terms of this order mutually satisfactory to Buyer and Seller. Upon receipt of any notice of such termination, Seller shall, unless such notice otherwise directs, immediately discontinue all work on the order and deliver, if and as directed, to us all complete and partially completed goods, work in progress and materials purchased or acquired for the performance of this order. The provisions of this paragraph shall not limit or affect the rights to terminate this order upon default of Seller.

7. We reserve the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any goods covered by this order. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to the Seller and us, but any claim by Seller for such an adjustment must be made within thirty days of the issue of such change.

8. Acceptance of any goods after delivery date shall not be construed as a waiver of right to recover for late delivery. Time is of the essence on all deliveries.

9. We shall be under no duty to inspect goods before resale or before use as an ingredient in a compound manufactured by us or as a component in an item assembled by us. Compliance or notice of defect will be considered made within a reasonable time if made within a reasonable time after notification is given to us of such defect by our customers.

10. Any specifications, drawings, sketches, models, samples, tools, technical information or data, written, oral or otherwise (all hereinafter designated as "information") furnished by Buyer to Seller hereunder or in contemplation hereof shall remain our property. All copies of such information in written, graphic or other tangible form shall be returned to us at our request. Unless such information was previously known to Seller free of any obligation to keep it confidential, or has been or is subsequently made public by use or a third party, it shall be kept confidential by Seller, shall be used only in the filling of orders, or in performing hereunder, and may be used for other purposes upon such terms as may be agreed upon by us in writing.

11. No specifications, drawings, sketches, models, samples, tools, technical information or data, written, oral or otherwise furnished by Seller to us hereunder or in contemplation hereof shall be considered by Seller to be confidential or proprietary unless such matter is specifically so designated.

12. Any assignment by Seller of the work to be performed, in whole or in part, or of any other interest hereunder without our written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any such assignment of monies shall be void to the extent that it attempts to impose upon us obligations to the assignee additional to the payment of such monies, or to preclude us from dealing solely and directly with Seller in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

13. We may terminate this purchase order and any or all orders placed hereunder by notice in writing, in the event that Seller makes an assignment for the benefit of creditors, or admits in writing inability to pay debts as they mature, or a trustee or receiver of Seller or of any substantial part of its assets is appointed by any court, or a proceeding instituted under any provision of the Federal Bankruptcy Act by Seller, or against the Seller, and is acquiesced in or is not dismissed within sixty days or results in an adjudication in bankruptcy.

14. Prices and terms stated are firm and no changes in Seller's costs due to any condition whatsoever shall affect the prices and terms stated.

15. Seller shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in Seller's performance hereunder, irrespective of whether a specification is furnished, if materials, services or containers furnished are required to be constructed, packaged, labeled or registered in a prescribed manner, Seller shall comply with federal law and, in addition, with applicable state or local law. Seller agrees to indemnify us and our successors, assigns, agents and customers for any loss or damage sustained because of Seller's noncompliance.

16. This order and any contract arising therefrom shall be construed in accordance with the laws of the State of New Jersey and any disputes arising hereunder or in connections with the rights and obligations of this Agreement shall be resolved only in the State or Federal Courts of New Jersey.

17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or equity. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach or of such provision. Failure to object to provisions contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of the provisions of this order.

18. This order may be amended, modified or rescinded, only by written agreement signed by an authorized official or each party expressly referring to this order.

19. This contract contains the final and entire agreement between the Seller and Buyer and no understandings, representations, agreements, modifications, alterations or additions shall be effective unless agreed to in writing and signed by Seller and Buyer.