

GENERAL TERMS AND CONDITIONS OF SALE

SIR Instrument(s) Products

These Terms and Conditions of Sale ("Terms") apply to sales of SIR Instrument(s) ("SIR Instrument(s)") by MAGNALYTIX LLC ("MAGNALYTIX"). All purchases of SIR Instrument(s) by MAGNALYTIX's customers ("Customer") are expressly limited to and conditioned upon acceptance of these Terms, regardless of how purchases are made or documented. No variation from these Terms shall be binding upon MAGNALYTIX unless expressly agreed to in writing by an authorized representative of MAGNALYTIX. Any additional or conflicting terms and conditions contained in, attached to or referenced by any of Customer's purchase related documentation (collectively, "Purchase Order"), or other prior or later communication from Customer to MAGNALYTIX, shall have no effect on the purchase of any such SIR Instrument(s) by Customer from MAGNALYTIX and are expressly rejected by MAGNALYTIX. MAGNALYTIX will not be bound by any variations from or additions to these Terms contained in any Purchase Order or other document submitted by Customer. Customer acknowledges having read and agreeing to these Terms. Customer's commencement of performance (including ordering, purchasing or taking delivery of SIR Instrument(s)) shall, in all cases, constitute Customer's unqualified and unconditional acceptance of these Terms. MAGNALYTIX reserves the right to decline fulfilling orders at its discretion. For purposes of this document, the terms "purchase," "rent" and "loan" are used interchangeably with the terms "sale" or "sold."

SIR INSTRUMENT(S) ORDERS

By placing an order, Customer acknowledges, represents and warrants that the SIR Instrument(s) is being sold to a professional for commercial SIR testing purposes and will be used in the ordinary course of business by technically qualified individuals. All orders for SIR Instrument(s) are subject to inventory availability. MAGNALYTIX reserves the right to limit the quantity of any item sold, reject an order for any reason, or prohibit a sale altogether. Once an order is submitted, it may not be changed or cancelled by Customer unless such change or cancellation is expressly agreed to in writing by an authorized representative of MAGNALYTIX and may be subject to additional charges. If MAGNALYTIX is unable, for any reason, to fill Customer's entire order for SIR Instrument(s), MAGNALYTIX may allocate its supply among any or all buyers on such basis as MAGNALYTIX deems convenient and practical, without liability for any failure of performance resulting from such determination.

PAYMENT TERMS AND BILLING

ALL PAYMENT TERMS FOR SIR INSTRUMENT(S) SALES BY MAGNALYTIX ARE DICTATED BY THE PROPOSAL DOCUMENT ("PROPOSAL"). In case of conflict between the terms and conditions stated herein and the Proposal, the latter shall control. MAGNALYTIX designates certain payment processes through which Customers may provide payment information ("Authorized Payment Process"). Customers that do not use an Authorized Payment Process, provide such information at Customer's own risk and MAGNALYTIX expressly disclaims all responsibility regarding the collection, use and protection of information that is not submitted through an Authorized Payment Process. In the event Customer fails to make payment when due or perform any other required obligation; or Customer files a petition in bankruptcy or otherwise becomes bankrupt or insolvent; MAGNALYTIX, in its sole discretion and without prior notice to Customer, may do any one or more of the following: (a) cancel any orders for Customer; (b) make all payment obligations of Customer immediately due and payable; and/or (c) set-off against any amounts that MAGNALYTIX may owe to Customer and

its affiliates under any other agreement. The foregoing rights, shall be in addition to any other rights or remedies MAGNALYTIX may be entitled to at law or in equity. In addition, MAGNALYTIX shall be entitled to recover from Customer MAGNALYTIX's reasonable attorney's fees and court costs incurred in connection with Customer's default, and interest on past due amounts at the rate of 18% per annum (1.5% monthly), or at the maximum rate allowed under applicable law for sales of commercial goods, whichever is less.

SHIPPING

Unless otherwise noted on the Proposal, all SIR Instrument(s) shipments by MAGNALYTIX are F.O.B. point of origin unless expressly agreed to in writing by an authorized representative of MAGNALYTIX. Customer shall notify MAGNALYTIX of Customer's preferred carrier and Customer shall pay its carrier directly for the transportation costs of all purchased SIR Instrument(s). Customer accepts title, responsibility and all liability for SIR Instrument(s) purchased from MAGNALYTIX at MAGNALYTIX's dock. MAGNALYTIX shall use reasonable efforts to initiate shipment and schedule delivery with Customer's designated carrier to accommodate requested delivery dates; however, Customer acknowledges that MAGNALYTIX only has reasonable control over the shipment date and is not liable for any transportation carrier's failure to deliver on any promised date. MAGNALYTIX's weights shall govern unless established to be incorrect.

TITLE AND RISK OF LOSS

Title to SIR Instrument(s) and risk of loss or damage to SIR Instrument(s) passes to Customer when MAGNALYTIX places SIR Instrument(s) with Customer's designated carrier at MAGNALYTIX's dock and SIR Instrument(s) shall be deemed "delivered" at such time. ANY SIR INSTRUMENT(S) DAMAGED DURING SHIPMENT IS THE RESPONSIBILITY OF CUSTOMER AND ITS DESIGNATED CARRIER. It is Customer's responsibility to inspect all SIR Instrument(s) received and to file any resulting claims directly with the carrier.

LIMITED WARRANTY

Unless otherwise asserted in the Proposal, MAGNALYTIX warrants SIR Instrument(s) shall be free of defects in material and construction for a period of one (1) year from the date of SIR Instrument(s) shipment and free of defects in workmanship (labor) for a period of ninety (90) days from the date of installation not to exceed one (1) year from the date of SIR Instrument(s) shipment. For SIR Instrument(s) containing third-party parts not manufactured by MAGNALYTIX, the Original Equipment Manufacturer (OEM) warranty applies and MAGNALYTIX makes no additional warranty, expressed or implied for OEM parts. Warranty excludes consumable parts and/or components, including but not limited to filter cartridges, pump seals, membranes, MAGNALYTIX SIR Test Cables and the like. SIR Instrument(s) is intended for commercial use only and is not to be used for any other purposes. Customer, having the expertise and knowledge in Customer's intended use of SIR Instrument(s) sold hereunder, assumes all risk and liability for results obtained by the use of SIR Instrument(s), whether used alone or in combination with other SIR Instrument(s) or in any process. MAGNALYTIX's limited warranty shall not be effective if MAGNALYTIX has determined, in its sole discretion, that Customer has misused SIR Instrument(s) in any manner, has failed to use SIR Instrument(s) in accordance with industry standards and practices, has used SIR Instrument(s) with incompatible material(s), or has failed to use SIR Instrument(s) in accordance with instructions, if any, furnished by MAGNALYTIX. In no event will MAGNALYTIX be liable for SIR Instrument(s) damaged in shipment, improper care or storage of SIR Instrument(s), failure to perform routine maintenance on SIR Instrument(s) or for any expenses incurred by Customer in testing or attempting to correct any alleged non-conformance of SIR Instrument(s).

THIS LIMITED WARRANTY IS EXCLUSIVE, AND MAGNALYTIX MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS CONCERNING SIR INSTRUMENT(S) (WHETHER IMPLIED BY STATUTE OR OTHERWISE) AND SPECIFICALLY EXCLUDES SUCH WARRANTIES AND REPRESENTATIONS TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS SET FORTH IN THIS SECTION, SIR INSTRUMENT(S) IS SOLD AS-IS AND MAGNALYTIX SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF SIR INSTRUMENT(S) FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF SIR INSTRUMENT(S), ANY COURSE OF PERFORMANCE, TRADE USAGE OR DEALING, OR ANY WARRANTIES OF NON-INFRINGEMENT. ANY DETERMINATION OF THE SUITABILITY OF SIR INSTRUMENT(S) FOR THE USE CONTEMPLATED BY CUSTOMER AND ADOPTING APPROPRIATE SAFETY MEASURES ARE THE SOLE RESPONSIBILITY OF CUSTOMER. MAGNALYTIX SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FAILURE OF ANY SIR INSTRUMENT(S) TO BE SUITABLE FOR ANY PURPOSE WHATSOEVER.

LIMITATION OF LIABILITY AND LIMITED REMEDIES

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL MAGNALYTIX BE LIABLE TO CUSTOMER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOST EARNINGS, SAVINGS OR PROFITS, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS IN REVENUE OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON MAGNALYTIX'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. FOR THE SAKE OF CLARITY, THE PRECEDING SENTENCE INCLUDES THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN TENNESSEE CODE ANNOTATED (UCC) §47-2-715.

Customer's sole and exclusive remedy from MAGNALYTIX, or any cause of action under these Terms, including for failure to ship or late shipment, is, at MAGNALYTIX's option, limited to: (i) refund to Customer of the portion of the purchase price attributable to such breach of MAGNALYTIX's limited warranty; or (ii) repair or replacement of the SIR Instrument(s) under MAGNALYTIX's limited warranty, in accordance with MAGNALYTIX's instructions. The decision to repair SIR Instrument(s) under MAGNALYTIX's limited warranty at Customer's facility or at MAGNALYTIX's facility is at MAGNALYTIX's sole discretion. In no event shall MAGNALYTIX's cumulative liability exceed the purchase price of SIR Instrument(s) paid by Customer to MAGNALYTIX, which was the cause of the alleged loss, damage or injury. IN ANY EVENT, CUSTOMER AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT SIR INSTRUMENT(S) SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

No later than five (5) days after receipt of the SIR Instrument(s) by Customer's designated carrier and before the use, disposition, processing, or other change from the original condition of any part of SIR Instrument(s), Customer shall notify MAGNALYTIX in writing if any SIR Instrument(s) is found defective or short in any respect. Customer's failure to give timely written notice to MAGNALYTIX of any defect or shortage within such five (5) day period shall constitute an unqualified acceptance of SIR Instrument(s) by Customer and a waiver by Customer of all claims with respect thereto.

LIABILITY

Company agrees to hold MAGNALYTIX free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever relating to injuries, damages or environmental impact relating to use or operation of SIR Instrument(s). Additionally, MAGNALYTIX shall at no time be liable for any incidental, special or consequential damages.

RETURNS

Customer shall not return any SIR Instrument(s) without first requesting and receiving a Return Material Authorization (RMA) number and RMA Container Label from MAGNALYTIX. An RMA Container Label must be affixed to each container of MAGNALYTIX SIR Instrument(s) approved for return. Attempts to return SIR Instrument(s) without an accompanying RMA Container Label will be refused at MAGNALYTIX's dock. No return shipment is to be freight collect, unless approved in writing by MAGNALYTIX using MAGNALYTIX's designated carrier.

INTELLECTUAL PROPERTY

MAGNALYTIX SIR Instrument(s) technologies may be protected by various patents in the United States and abroad. ANY ATTEMPT TO REVERSE ENGINEER PURCHASED SIR INSTRUMENT(S) IS STRICTLY PROHIBITED AND, IN CERTAIN VENUES, MAY BE ILLEGAL. Neither Customer nor anyone acting at Customer's direction or under Customer's control will reverse engineer or otherwise analyze the composition or function of SIR Instrument(s), and Customer will not supply SIR Instrument(s) or any portion of SIR Instrument(s) to any person or entity for such purpose. By purchasing SIR Instrument(s), MAGNALYTIX grants to Customer a non-transferrable, royalty-free, non-exclusive license to use SIR Instrument(s) for commercial SIR Testing purposes in the ordinary course of business by technically qualified individuals. MAGNALYTIX makes no warranty or representation that SIR Instrument(s), whether alone or in combination, will not infringe the intellectual property rights of any third-party and Customer assumes all risks associated therewith.

COMPLIANCE WITH LAW

Customer is responsible for complying with all laws, statutes, ordinances, rules, regulations and licensing requirements applicable to SIR Instrument(s) once SIR Instrument(s) has been shipped in accordance with these Terms. Additionally, it is the customer's responsibility to obtain all necessary installation permits, operating permits and/or building permits applicable to SIR Instrument(s). Customer represents and warrants to MAGNALYTIX that it shall use SIR Instrument(s) in accordance with all applicable laws, rules, regulations, and not in violation of any patent or other proprietary rights of any third party. Customer agrees to indemnify MAGNALYTIX and hold MAGNALYTIX harmless against any and all suits, claims, demands, liabilities, losses, damages and/or expenses, including reasonable attorney's fees that are the result of any act or failure to act by Customer, its officers, agents or employees, in connection with the possession, handling or use of any SIR Instrument(s) or by reason of Customer's breach of any of its agreements contained herein, provided however, that Customer shall not be liable to MAGNALYTIX for damages directly caused by MAGNALYTIX's sole negligence. Customer's obligations under this paragraph shall survive the termination, cancellation or expiration of all orders delivered under these Terms and the cessation of any business transactions between MAGNALYTIX and Customer.

EXPORT CONTROL REGULATIONS

Any SIR Instrument(s) sold by MAGNALYTIX is subject to the export control laws of the United States and Customer agrees not to divert or resell SIR Instrument(s) contrary to such laws. SIR Instrument(s) shall not be sold, supplied or delivered by Customer, directly or indirectly, to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the United States government. MAGNALYTIX forbids all sales or shipments to any country subject to economic or trade sanctions by the United States Office of Foreign Assets Control, regardless of that country's restriction classification(s).

ANTICORRUPTION

Customer, and its officers, employees, agents and representatives will comply with all applicable anti-bribery and anti-corruption laws, regulations, rules and requirements, including the U.S. Patriot Act, U.S. Executive Order 13224, U.S. Foreign Corrupt Practices Act or any similar laws, and any other applicable laws, regulations, rules and requirements. In accordance with this understanding, Customer represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf, is not identified, by either name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Customer further represents that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf has not and will not, in connection with any business transactions involving MAGNALYTIX or SIR Instrument(s): (1) directly or indirectly, offer, promise, authorize or make any payments of money or anything of value to any government official or to any agent or intermediary for further payment to any government official, to influence, induce action or omission, obtain any improper advantage, or otherwise affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (2) otherwise offer, promise, authorize or pay any illegal bribe, kickback or other payment in violation of any applicable law. If MAGNALYTIX determines that there has been a breach hereunder, MAGNALYTIX shall have the right to unilaterally terminate all sales to Customer immediately and/or to take other appropriate action in accordance with these Terms.

EXCUSED PERFORMANCE | FORCE MAJEURE

The parties will be excused from their respective performances hereunder (except Customer's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, or any circumstances beyond the reasonable control of the party seeking excuse from performance. In no event, will Customer be excused from paying monies due or complying with MAGNALYTIX's credit terms. MAGNALYTIX may apportion any reduced quantity of SIR Instrument(s) among itself and its customers and affiliates at its sole discretion. Under no circumstances will MAGNALYTIX be obligated to ship SIR Instrument(s) from alternate facilities.

ARBITRATION

Except as to matters pertaining to collection of accounts owed to MAGNALYTIX, any claim, dispute, or controversy arising from or relating to SIR Instrument(s), the interpretation or application of these Terms, or the breach, termination or validity thereof (collectively, a "Claim") WILL BE RESOLVED, UPON NOTIFICATION BY MAGNALYTIX OR CUSTOMER, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The Arbitration will be conducted pursuant to the Rules of the American Arbitration Association. Neither MAGNALYTIX nor Customer will have the right to litigate arbitrated Claims in court or to have a jury trial on Claims or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by written agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms, this arbitration is subject to the United States Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Davidson County, Tennessee, United States of America. Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to MAGNALYTIX for the purchase of SIR Instrument(s) will be exclusively litigated in court rather than through arbitration.

GOVERNING LAW | VENUE FOR DISPUTES

These Terms shall be interpreted in accordance with the laws of the State of Tennessee, United States of America, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply. Any arbitration, enforcement of an arbitration, or litigation shall be commenced and maintained exclusively in Davidson County, Tennessee, United States of America, and Customer consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof, and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction of such courts. CUSTOMER AND MAGNALYTIX EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THESE TERMS.

TRADEMARKS

The sale of SIR Instrument(s) (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any of MAGNALYTIX's trademarks or trade names and Customer shall not use any of MAGNALYTIX's trademarks or trade names except as authorized in writing by MAGNALYTIX.

AMENDMENT

These Terms may not be amended or modified except in writing signed by duly authorized representatives of both MAGNALYTIX and Customer. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of these Terms. These Terms supersede any terms and conditions of previous dates. If there is a conflict between these Terms and the specific provisions contained in a writing signed by authorized representatives of both MAGNALYTIX and Customer, the specific provisions contained in the signed writing shall control.

MISCELLANEOUS

The captions and section headings set forth in these Terms are for convenience only and shall not be used in defining or construing any of the Terms. Any reference to the singular will include the plural, and any reference to the plural will include the singular. MAGNALYTIX's failure to strictly enforce any term or condition contained herein shall not constitute a waiver of MAGNALYTIX's right to strictly enforce such term or condition at any time in the future. The invalidity or unenforceability of any provision hereunder shall not affect the validity or enforceability of other provisions.

Last Revision 26-FEB-20 /TMF