

SOUTH DAKOTA BIOSYSTEMS (SDBiosystems)

Terms and Conditions of Sale

1. **Acceptance** - ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. ALL OTHER TERMS AND CONDITIONS ARE NUL & VOID. CHANGES IN THE TERMS & CONDITIONS WILL BE BINDING ONLY IF AGREED TO IN WRITING BY SOUTH DAKOTA BIOSYSTEMS & SIGNED BY AN OFFICER OF THE COMPANY.

2. **Prices** - Prices for items & services not covered under a fixed price contract. Prices that differ from SDBiosystems' published price lists are confidential and Customer agrees to strictly maintain such confidentiality.

3. **Payment Terms** - Individual invoices, net thirty (30) days from date of invoice. Payments are to be made in United States dollars. Payment includes applicable taxes and other charges such as shipping and handling. Payment is considered late and delinquent 30 days post invoice date. Any payments received after due date will be considered delinquent. Delinquent accounts will be charged one and one-half percent (1 1/2%) per month (or the maximum amount permitted by law). SDBiosystems reserves the right to initiate legal proceedings to collect any amount owed by Customer, Customer agrees to pay all of SDBiosystems' reasonable legal fees and expenses. Payment by credit card or electronic checks can be used as a prepayment method when placing orders or for past due collections.

Customer will provide each payment or bank check, remittance information in sufficient detail to allow SDBiosystems to properly apply payments or credit memos to outstanding receivable(s). Customer shall include its account number and date of payment with any remittance.

Customer agrees to complete, sign and submit a standard credit application to SDBiosystems'.

4. **Sales Tax** - Local, state and federal will be added to the invoice price. If you are exempt from sales taxes, please provide the proper documentation at the time of ordering.

5. **Product Warranties and Limitation of Liability**

a) SDBiosystems warrants to the original Customer only that:

Sterile items are nonrefundable. If a non-sterile item is in its original packaging, not used and undamaged it may be returned. There will be a 25% restocking fee applied to the returned item. The 25% will apply to the total sum of the order (item price, shipping & handling and taxes)

b) SDBIOSYSTEMS DISCLAIMS ALL WARRANTIES NOT GIVEN IN WRITING BY SDBIOSYSTEMS.

SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICE GIVING RISE TO SUCH CLAIM.

6. **Proprietary Information** - Each party (a "Recipient") shall maintain confidentiality and not disclose to any third party proprietary information furnished to it by SDBiosystems.

9. **Regulatory Laws and/or Standards** - The performance of services hereto is subject to the applicable laws of the United States and South Dakota.

10. **Anti-corruption** – Customer represents and warrants that:

It is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“U.S. FCPA”), and that Customer will comply with the U.S. FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties’ business activities.

Failure by Customer to comply with this section shall be deemed in breach of this Agreement and SDBiosystems will have the right to immediately terminate this without any liability to Customer.

11. **Miscellaneous**

a) **Applicable Law** - This Agreement shall be construed and enforced exclusively in accordance with the internal laws of South Dakota (and United States federal law, to the extent applicable). The United Nations Convention on Contracts for the International Sales of Goods shall not apply.

b) **Authority to Enter Into Agreement** - Each party warrants that it is authorized to enter into agreement with SDBiosystems without violating any terms or conditions in any contract or other agreement to which it may be a party.

c) **Assignment** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees; provided, however, neither party shall have the right to transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other party (except that either party may assign this Agreement to a parent, subsidiary or successor corporation without such consent).

d) **Nature of Relationship** - Neither party, its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other party.

This agreement may be updated from time to time as necessary to protect and maintain contract clarity between SDBiosystems and its clients.