

ASSOCIATES OF CAPE COD, INC.
GENERAL TERMS AND CONDITIONS

Associates of Cape Cod, Inc., (hereafter "ACC") offers for sale or license its Products & Services, including the Northstar BioProducts™ product line (collectively hereafter "Products") subject to the following standard Terms and Conditions. Together with the price, quantity, quality, shipping, delivery or other such Terms in any accompanying ACC quotation or license, these Terms and Conditions constitute the complete agreement ("Contract") for sale of Products by ACC and shall exclusively govern their acquisition by Purchaser or Licensee (hereafter "Purchaser"). Modifications to these Terms and Conditions will not be effective unless incorporated into a written agreement executed by an officer of ACC and Purchaser. ACC's failure to object to provisions contained in any purchase order or other form or document from Purchaser shall not be construed as a waiver of these Conditions nor an acceptance of any such provision. By ordering Products from ACC, Purchaser represents that it has read, understood, and complies with these Terms and Conditions.

1. **Nature of Products and Services.** The Products offered for sale or license by ACC may include hardware, software, biological and/or chemical compounds that may be of unknown toxicity and hazard and are sold to Purchaser solely for research and development, quality control or product release purposes or services related to the ACC Contract Test Service laboratories (hereafter "CTS"). The Products are sold only for non-Clinical use solely in a laboratory where exposure to chemical substances is controlled via use of prudent laboratory practices for handling chemical substances of unknown toxicity. ACC Products are not provided for resale, disclosure or transfer to any third party. In the absence of a valid distribution agreement from ACC, no distribution, except for purposes of disposal, is allowed for any Products purchased from ACC.
2. **Warranties and Disclaimer.** ACC EXPRESSLY DISCLAIMS ANY STATED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCTS SUPPLIED UNDER THIS AGREEMENT. ACC warrants that the Products will have the identity described and will have the purity represented by ACC in the associated label or Certificate of Compliance or Certificate of Analysis as, and only as, determined by the analytical methodologies specified by ACC. Purchaser's rights under this subparagraph warranty provision are governed by the ACC Return Policy set forth below. Alteration or misuse of any Products voids any and all warranties provided hereunder.
3. **Limitation of Liability.** IN NO EVENT SHALL ACC, ITS PARENT, AFFILIATES, SUBSIDIARIES, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES TO PURCHASER. ACC AND ITS SUPPLIER'S TOTAL LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY TRANSACTION SHALL IN NO EVENT EXCEED THE INVOICED AMOUNT PAID BY PURCHASER FOR SUCH TRANSACTION. IN NO EVENT SHALL ACC BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ACC HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IF ACC MANUFACTURES CUSTOM GOODS BASED ON INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS PROVIDED BY PURCHASER, ACC SHALL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE OR QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS.
4. **Indemnification.** Purchaser shall indemnify, defend, and hold harmless ACC, its suppliers, subsidiaries, employees, agents, successors, representatives, officers, and assigns from all direct or indirect losses, claims, damages, costs, and expenses (including attorney fees) which Purchaser may incur related to, or by virtue of, the handling, storage, shipping and use of the Products supplied by ACC.
5. **Payments and Other Charges.** Unless otherwise specified in writing, terms of sale are net 30 days of date of invoice, in U.S. Dollars. If Purchaser defaults in making any payment to ACC when due, ACC, at its option and without prejudice to our other lawful remedies, may defer delivery or cancel the Contract. Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between Purchaser and ACC shall be paid by Purchaser in addition to the prices quoted or invoiced. Purchaser shall provide ACC at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. If ACC is required to pre-pay any such tax, fee or charge, such amount shall be added to the invoice. Unpaid invoices over 60 days past due are assessed an additional finance charge of the Citi Bank prime rate (as of the invoice due date) plus 2% per annum. Accounts with invoices 90 or more days past due will result in a credit hold and pre-pay status. ACC reserves the right to add an energy surcharge to any invoice, without notice.
6. **Delivery, Acceptance and Return Policy.**
 - a. Purchaser shall comply with any applicable laws and regulations, including all required licenses and approvals, governing the purchase and use of the Products supplied by ACC. Unless otherwise specified in writing, all sales are FOB (Incoterms 2000) our shipping point. Acceptance shall be deemed to have occurred upon physical receipt of the shipment, or in the case of software Products, upon the Purchaser's electronic acceptance of the accompanying software license. If a Product fails to conform to the identity, purity or specifications set forth in the description of the Product, ACC shall within thirty (30) days of written notice from Purchaser of such non-conformity and authorized return of the non-conforming Product replace the Product with a replacement conforming Product in the same quality and quantity as initially ordered. Purchaser agrees to notify ACC of any claimed lack of conformance within 30 days of Purchaser's use of the Product. Before replacing the Product, ACC shall have the right to confirm any non-conformity. ACC shall pay the shipping, packaging, and insurance expenses associated with such return and replacement. Notwithstanding the foregoing, items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for Product credit. A restocking charge of 25% or \$25 (whichever is greater) shall be charged on returns that are not the result of any error or fault of ACC. Shipping charges will not be credited. Goods may not be returned within 120 days of the expiry date. Unless otherwise specified in writing, NO RETURN FOR CREDIT OR EXCHANGE FOR CUSTOM-MADE PRODUCTS, FDA REGISTERED PRODUCTS OR PRODUCTS REQUIRING FREEZING OR REFRIGERATION WILL BE ALLOWED UNDER ANY CIRCUMSTANCES. Upgrades to any software Products shall be according to the then current ACC upgrade policy.
 - b. For shipment of samples for testing in ACC CTS, Purchaser shall comply with any applicable laws and regulations, including all required licenses and approvals, governing the purchase and use of the Services supplied by CTS, and the legal shipment of Samples to CTS. Acceptance by CTS shall be deemed to have occurred upon the completion of a satisfactory inspection of the Sample shipment. For acceptance, a shipment of Samples must be received in a container approved for the legal shipment appropriate for the type of samples enclosed, be in an unbroken container and labeled correctly so as to identify its contents. If a Sample shipment fails to conform to the above specifications, CTS may dispose of the container as medical waste, and immediately notify the Purchaser, if identifiable, and invoice for the appropriate disposal charge. Samples submitted to CTS are held in a secure setting for at least two weeks. Unless otherwise specified in writing, NO RETURN OF SAMPLES TO THE PURCHASER WILL BE MADE UNDER ANY CIRCUMSTANCES. Sample data resulting from analysis will be sent to Purchaser by facsimile, phone or as a .pdf file via electronic mail, or as specified.
7. **Risk of Loss, Title, and Security Interest.** Risk of loss shall pass to Purchaser upon delivery by ACC of the Product(s) to a common carrier, or in the case of samples sent to CTS with the Purchaser until receipt and acceptance by CTS, or in the case of software Products upon the Purchaser's electronic acceptance of the accompanying software license. Title to the Products shall pass to Purchaser upon full invoice payment to ACC. Until full invoice payment has been received, ACC shall retain a Security Interest in the Product. If necessary, ACC may file a copy of this Agreement as a "Financing Statement" to secure its security interest.
8. **Laws and Jurisdiction.** This Agreement will be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to provisions of the conflicts of laws. Exclusive jurisdiction and venue to enforce this Agreement or any provision thereof shall reside in the state or federal courts located in the Commonwealth of Massachusetts.
9. **Reserve Policy.** Upon request, ACC will reserve specific lots for Purchaser for a period of up to one year. Other terms & conditions will apply.
10. **General Provisions.** In computing the number of days for purposes of this Agreement, the time shall be so computed as to exclude the first day when notice is given and include the last day of any period. All days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday, or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or holiday. Neither party shall be held liable or deemed to be in default under this Agreement if prevented from performance of its obligations by reasons of force majeure or other contingencies beyond its control, including but not limited to strikes, fires, earthquakes, wars, restraints affecting shipping or other transportation, natural calamities or acts of any government or supranational legal authority. In case of a conflict between these Terms and Conditions and any purchase order, these Terms and Conditions shall control. Software products from ACC are covered by a software license agreement, the terms and conditions of which are cumulative with these General Terms and Conditions. Under no circumstances will ACC add a Purchaser to any ACC insurance policy as a named or additional insured body. These Terms and Conditions are subject to change without notice.
11. **Commitment.** This quotation is based on the commitment to purchase the total shown in the associated quotation for the quote period. ACC reserves the right to adjust or discontinue the quotation if the average purchases fall below the agreed to commitment level.
12. **Pricing.** In order to receive the quoted prices, the quotation number must be referred to at the time the order is placed. Credits will not be issued for orders not referencing the quotation number.
13. **Customer Audits.** Audits are limited to one day per year and require a minimum of 60 days notice. A current confidentiality agreement is required and auditors are required to comply with applicable ACC quality and safety procedures.