

CREATIVE PEGWORKS - TERMS AND CONDITIONS OF SALES

Acceptance: Seller accepts Buyer's orders solely upon the terms and conditions stated herein. No variation of these terms and conditions will be binding unless agreed to in writing and signed by an officer of Seller. All sales are subject to and expressly conditioned upon these terms and conditions and upon Buyer's acceptance of these terms and conditions.

Changes and Cancellations: Orders may be changed or amended only pursuant to a written agreement signed by both Buyer and Seller, setting forth the changes to be made and the effect, if any, of such changes. Buyer may not cancel an order unless Seller agrees to such cancellation in writing. In such event, Buyer shall pay all shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, and all other costs relating from such cancellation.

Delivery, Inspection, Claims, and Delays: All sales are EX Works Seller's shipping point unless otherwise noted. Delivery of the goods to the carrier (e.g. FedEx) at Seller's shipping point shall constitute delivery to Buyer and Buyer shall bear all risk of loss or damage in transit. Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments. Buyer shall pay all packaging, storage, shipping, customs, duties, taxes, freight, insurance, and other charges associated with shipments. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Immediately upon Buyer's receipt of any products shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the products for Seller's written instructions concerning disposition. IF BUYER FAILS TO NOTIFY SELLER WITHIN FIVE BUSINESS DAYS AFTER THE PRODUCTS HAVE BEEN RECEIVED BY BUYER, SUCH PRODUCTS SHALL CONCLUSIVELY BE DEEMED TO CONFORM TO THE TERMS AND CONDITIONS HEREOF AND TO HAVE BEEN IRREVOCABLY ACCEPTED BY THE BUYER. Seller shall not be liable for any loss, damage or penalty as a result of any delay or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful experiments, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, natural disasters, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Allocation of Products: If Seller is unable for any reason to supply the total demands for products specified in Buyer's order, Seller may allocate its available supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom. If ordered quantities are not available at the time when order is placed then Seller may supply the products of different batches with adjusted prices if necessary.

Pricing and Payment: Prices shown in Buyer's online catalog, hard prints and quotations are in U.S. dollars. Prices are subject to change by Seller without notice, and Buyer should call or email Seller for current prices prior to placing an order. Buyer shall contact Seller by phone, fax or email in the event of any discrepancy between Buyer's order and Seller's pricing or other terms. Terms of payment are NET 30 days from date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, may change the terms of payment including, but not limited to, payment in full or in part in advance of shipment. All payments must be made in US currency, all banking or related fees will be paid by Buyer and are not to be deducted from Seller's payment.

Taxes and Other Charges: Any use tax, sales tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller for any payment by Seller thereof upon demand.

Warranties and Limitations of Liability: SELLER WARRANTS THAT ITS PRODUCTS SHALL CONFORM TO THE DESCRIPTION OF SUCH PRODUCTS AS PROVIDED TO BUYER BY SELLER. THIS WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER'S SOLE AND EXCLUSIVE LIABILITY AND

BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN SELLER'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH SELLER'S INSTRUCTIONS. Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has improperly stored or misused the products in any manner. ALL CLAIMS MUST BE BROUGHT IN WRITING WITHIN THIRTY (30) DAYS OF SHIPMENT, REGARDLESS OF THEIR NATURE.

SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, CONTINGENT, OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by Seller, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damage penalties, special punitive damages, damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the Buyer's customers or any other third party for any such damages. The Buyer shall indemnify and hold harmless Seller, its employees, agents, successors, officers, and assigns from and against any and all suits, claims, demands, liabilities, losses, damages and expenses (including attorney's fees and other costs of defending any action) that Seller may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law brought by the Buyer, its officers, agents or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

Limitation of Consequential Damages and Indemnification: Buyer acknowledges that there may be hazards associated with the use of certain products offered. Buyer agrees that their personnel concerned with any such products are aware of the hazards and assumes all responsibility for the warning of their employees and independent contractors of all hazards to persons and property in any way connected with the products, and Buyer agrees to instruct their employees, agents and customers to use safely such product. Buyer also assumes all responsibility for the results of using any product offered in combination with other articles or substances, and in any manufacturing process, and for the ultimate safe disposal of the product in accordance with applicable laws.

SELLER'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING SHALL BE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN SELLER'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH SELLER'S INSTRUCTIONS. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or technical services rendered by Seller, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damage penalties, special punitive damages, damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the Buyer's customers or any other third party for any such damages. Seller shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

The Buyer shall indemnify Seller from and against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that Seller may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law, by the Buyer, its officers, agents or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

Use of Products: All products are sold for laboratory research use only. All products are NOT intended for in vitro diagnostics, in foods, drugs, cosmetics, or medical devices for humans or animals or for commercial purposes. Buyer acknowledges that the products have not been tested by Seller for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use. No products purchased from Seller shall be

considered to be foods, drugs, or cosmetics. Buyer warrants to Seller that Buyer will properly test, use, and market any products purchased from Seller and/or materials produced with products purchased from Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer expressly represents and warrants to Seller that products will be handled by professional staff or qualified individuals experienced in handling potentially hazardous chemicals. The buyer may be asked to provide a written assurance that products not be purchased/resold for an improper use. Buyer realizes that, since Seller's products are intended for research purposes, they may not be on the Toxic Substances Control Act (TSCA) list. Buyer assumes responsibility to assure that the products purchased from Seller are approved for use under TSCA, if applicable. Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Seller. Buyer further represents and warrants that any use of products will not violate any law or regulation. Buyer acknowledges that he is familiar with the provisions of the Toxic Substances Control Act exemption for research and development found in 40 CFR 720. Buyer agrees to notify Seller in writing if use of products is intended for manufacturing as defined in the Toxic Substances Control Act. Buyer further agrees not to use Seller products in manufacturing unless and until Buyer and Seller have confirmed that the product is listed in the TSCA Inventory List or that a pre-manufacturing notification has been filed and approved by the United States Environmental Protection Agency.

Returns: Return shipments will NOT be accepted unless Seller has given prior permission and complete shipping instructions. A twenty (20) percent restocking fee applies to all returns. Returns will NOT be accepted after thirty (30) days from the date when products arrived at the customer's delivery location.

Patent Disclaimer: SELLER DOES NOT WARRANT THAT THE USE OR SALE OF THE PRODUCTS DELIVERED HEREUNDER WILL NOT INFRINGE THE CLAIMS OF ANY UNITED STATES OR FOREIGN PATENT OR PATENT APPLICATION COVERING THE PRODUCT ITSELF OR THE USE THEREOF IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS. THE BUYER IS SOLELY RESPONSIBLE FOR ANY PATENT INFRINGEMENT RESULTING FROM USE OF PRODUCTS.

Technical Data and Technical Assistance: The physical properties and other data provided in online catalog, hard prints, labels, Certificate of Analysis, Materials Safety Data Sheet, and Instructions are obtained from Seller's own data and from literature references. Seller assumes no responsibility for the accuracy or completeness of such data. Buyer agrees that Buyer has the responsibility to fully determine the accuracy and completeness of any technical data concerning any product or use. At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. Seller makes no warranties of any kind of nature, express or implied, including implied warranty of merchantability or fitness for any particular purpose, with respect to technical assistance or information provided by Seller. Any suggestions or advices by Seller regarding use, selection, application or suitability of the products shall not be construed as an express warranty.

Miscellaneous: Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

Governing Law: All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of North Carolina including its conflict of laws principles. Creative PEGWorks is the do-business-as name of Creative Biotechnology LLC, registered in the State of North Carolina.