

Fujirebio Diagnostics, Inc Terms and Conditions of Sales

1. Title to and risk of loss goods shall pass to the Purchaser upon delivery to the carrier even if transportation costs are prepaid by the Seller.
2. The Purchaser shall submit payment within thirty (30) days of the date of the invoice. The Seller shall have the right to modify, change or withdraw credit at any time and without notice.
3. Orders cannot be cancelled, transferred to others or changed after receipt by the Seller, and deferred deliveries of goods made up or in process cannot be extended beyond the original date specified except with the express written consent of the Seller.
4. All delivery dates are estimated as accurately as possible; however, the Seller assumes no responsibility or liability for any special, incidental or consequential loss or damage or for any other loss or damage occurring by reason of delay or inability to deliver.
5. Stenographic and clerical omissions are subject to correction.
6. Use, consumption, compensating and similar taxes reflecting any governmental tax or fees are not included in the invoice price unless specifically stated as a separate item. If such taxes are not so stated, the Purchaser assumes no responsibility for any such taxes applicable to this transaction.
7. The Seller warrants its products to be of the quality described in its current catalogs or technical data sheets. This warranty is expressly in lieu of any other warranties, guaranties, obligations or liabilities which maybe expressed or implied by the Seller or its representatives. All statutory and implied warranties including warranties of merchantability and fitness for a particular purpose and other than title are hereby expressly negated and excluded. Any complaints of breach of warranty must be received in writing by the Seller within 15 days of receipt of product by the Purchaser; except that for non-radioactive products, a thirty (30) day period will be allowed. The maximum liability for breach of warranty shall be the invoice price of the product. Upon the Seller's request, the Purchaser shall return product to the Seller.
8. The Seller assumes no liability for consequential or incidental damages of any kind, and the Purchaser by acceptance of this product assumes all liability for and shall indemnify and hold the Seller harmless against the consequence of its use or misuse by the Purchaser, its employees or others. Further, the Purchaser agrees to defend any and all suits, claims and demands brought against the Seller and agrees to and will indemnify. The Seller and save it harmless from and against any and all suits, claims and demands whatsoever for injuries to or death of any person, or damage to or loss of property alleged out of, in connection with, or to be incidental to the Seller's furnishing of the product contemplated herein, whether or not such injury, death, loss or damages shall be caused or contributed to by the joint concurring negligence of the Seller and agrees to and will pay, liquidate, discharge and satisfy any and all judgements, awards or expenses which may be rendered against or incurred by the Seller on account of injuries to or death of any person or loss or damage to any property whatsoever, causes by, arising out of, in connection with or incidental to the Seller's furnishing of the product contemplated herein, including but not limited to all costs of suit, attorney's fees and reasonable expenses in connection therewith, whether or not such judgement, award or expense is rendered against or incurred by the Seller, in whole or in part, because of the joint or concurring negligence of the Seller. As used in this paragraph, the word Seller shall include Fujirebio Diagnostics, its officers, directors, employees and agents. This paragraph, in its entirety also applies to suits, claims and demands based on the rules of strict liability and product liability.
9. Orders submitted on customer's own purchase order form containing statements, clauses, terms or conditions modifying, adding to, repugnant to or inconsistent with the terms and conditions of the Seller herein contained, may only be deemed accepted by the Seller if so stated in writing by a duly authorized signatory of the Seller. The Purchaser further expressly agrees that such items accepted by the Seller are accepted only upon condition and with the expressed understanding that notwithstanding any statements, clauses, terms or conditions contained on any form of the Purchaser the liabilities of the Seller shall be determined solely by the terms and conditions stated herein. The Seller expressly rejects any statement on a form of the Purchaser which purports to bind or limit the Purchaser's offer to purchase items supplied by the Seller to any terms, conditions or any other requirements unless expressly accepted by the Seller in accordance with the aforementioned. The Purchaser by ordering any items listed on this form expressly agrees to be bound by the terms and conditions herein. Acceptance by the Purchaser of any items offered for sale by the Seller is expressly limited to the terms and conditions contained herein an acceptance of said terms shall be deemed to be acceptance of the terms and conditions. The Seller's acceptance of the Purchaser's performance inconsistent with any terms or conditions herein shall constitute a waiver as to said term or condition only.
10. If material is made to drawings and or specifications of the Purchaser, it is upon the express condition that the Purchaser shall assume all responsibility and shall indemnify and hold the Seller harmless if the material infringes or contributes to the infringement of or is alleged to infringe or contribute to the infringement of any letters, patent, copyright or trademark, where such infringement arose out of the designs, drawings or specifications supplied by the Purchaser alone or in combination with elements supplied by the Seller. All quotations on special materials are based and conditioned upon Purchaser's acceptance of under-runs not exceeding ten percent of the quantity ordered, to be paid for pro-rata.
11. The Purchaser agrees that in the performance hereof, it will comply with all applicable laws, statutes, rules, regulations or orders of the National government or political subdivision thereof and same shall be deemed incorporated by reference herein.
12. All prices quoted are in U.S. dollars, Sale, use and excise taxes and retailer's occupation taxes payable or collectable by Seller in connection with its sales shall be in addition to published prices, and Purchaser will reimburse Seller for same. In particular, Purchaser will reimburse Seller for all such Pennsylvania taxes, if applicable, at the time of payment of the invoice whether or not such taxes are separately stated on the invoice.
13. Allocation of Goods - if Seller is unable for any reason to supply the total demands for goods specified in Purchaser's order, Seller may allocate its available supply among any and all purchasers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.
14. Acceptance of the Purchaser's order does not in any way entitle the Purchaser to use any trademarks owned by the Seller, its associates and affiliates. Any infringement of the Seller's intellectual property rights, whether by substitution, passing-off, copyright or trademark infringement or any other improper use whatsoever will result in the Seller taking appropriate action to safeguard its interests. If any of these conditions is held to be invalid, unenforceable or unlawful for whatever reason, such decision shall not affect the validity or enforceability of the remaining conditions which will remain valid and enforceable in all respects. The waiver by either party of any breach of the terms shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. These terms set out the entire agreement and understanding between the Purchaser and the Seller in connection with the sale of the products and shall supersede and replace all documentation previously issued by the Seller purporting to set out its conditions of sale of the products.
15. These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IMPORTANT: Immediately upon Purchaser's receipts of any goods shipped hereunder, Purchaser shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Purchaser shall fail to notify Seller within five days after the goods have been received by Purchaser, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Purchaser.