



GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMABLES & DURABLES

1. DEFINITIONS

- 1.1. "Consumable(s)" means Hamilton branded reagents and disposable items that are intended by Hamilton to be consumed in a single use application.
- 1.2. "Customer" means the person or entity acquiring the Goods from the Hamilton with the intent to use the Goods.
- 1.3. "Durable(s)" means Hamilton catalog items with an intended life span beyond a single use application and not covered under Hardware. For example: syringes.
- 1.4. "Goods" means the item(s) acquired hereunder. Goods may be Hardware embedded with software, Consumables, Durables, or Non- Standard Product(s).
- 1.5. "Hardware" means Hamilton branded parts or accessories.
- 1.6. "Non-Standard Product(s)" means the items acquired hereunder that are designed, manufactured, or configured to meet specific Customer requirements.
- 1.7. "Purchase Order" means a written purchase order issued by Customer for Goods that specifies the purchase price and quantity of Goods ordered, the place of delivery, and required delivery dates therefore.
- 1.8. "Specifications" means Hamilton's written technical specifications, user manual, technical data, technical documentation, drawings, descriptions, illustrations, or dimensions for the Goods and (i) are for informational purposes only, (ii) shall not imply any warranty, and (iii) remain the property of Hamilton. Hamilton reserves the right to make necessary changes to Specifications as needed.

2. APPLICABILITY

These Terms are applicable to all transactions related to the Goods herein ("Purchase Agreement") between Customer and Hamilton, and override any conflicting, amending and/or additional terms contained in any Purchase Order submitted to Hamilton. Any deviations to these Terms shall only be binding upon Hamilton if approved in writing. Quotations shall only be binding if they contain a stated period of validity and upon approval of credit application per consent from the Hamilton Finance department.

3. SHIPPING, TITLE, AND RISK OF LOSS

- 3.1. The delivery times are approximate. Hamilton will use all means necessary to deliver product as mutually agreed to and will keep the Customer informed of possible delays if applicable.
- 3.2. Delivery shall be made DAP Incoterms 2020 PPD & Add. Title and risk of loss passes to Customer upon delivery of the Goods.
- 3.3. The delivery time is reasonably extended if hindrances occur which prevent Hamilton from performing a Purchase Agreement by force majeure. Hindrances are circumstances beyond the reasonable control of Hamilton including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, mobilization, serious breakdowns in the works, accidents, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, official actions or omissions by any state authorities or public bodies, and natural catastrophes. If the customer claims damages for delayed delivery, it must be proved that the delay has been caused through Hamilton's fault and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to claim any delay damages. Any delayed delivery does not entitle the customer to any rights and claims other than those expressly stipulated herein.

4. NONCONFORMING GOODS

- 4.1. Customer shall inspect the Goods within ten (10) business days after receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless they notify Hamilton in writing of any Nonconforming Goods during the Inspection Period and furnish such written evidence or other documentation as required by Hamilton. "Nonconforming Goods" means only the following: (i) Goods shipped is different than identified in Customer's Purchase Order; or (ii) Goods label or packaging incorrectly identifies its contents.
- 4.2. If Customer timely notifies Hamilton of any Nonconforming Goods, Hamilton shall, at its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the purchase price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods, in their original packaging, to Hamilton's facility located at 4970 Energy Way, Reno, Nevada 89502. If Hamilton exercises its option to replace Nonconforming Goods, Hamilton shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Hamilton's expense and risk of loss, the replaced Goods to the Customer at their location.
- 4.3. Customer acknowledges and agrees that the remedies set forth in Section 4.2 are Customer's exclusive remedies for the delivery of Nonconforming Goods.

5. TAXES AND FEES

Customer will pay, when due, all taxes, including sales, use, privilege, excise, personal property, value added, and other taxes, but not federal or state income or franchise taxes imposed on Hamilton, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Goods or the transactions contemplated by a Purchase Agreement.

6. PAYMENT TERMS

- 6.1. Customer shall pay all invoiced amounts due to Hamilton in US dollars, NET 30 days from the date after receipt of Hamilton's invoice. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Hamilton, whether relating to Hamilton's breach, bankruptcy, or otherwise.
- 6.2. Should an invoiced payment be disputed by the Customer, Customer shall have the opportunity to pay the dispute in full under protest in order to avoid the application of penalties and interest.
- 6.3. Should the dispute be determined and resolved in favor of the Customer, Customer shall be entitled to reimbursement of the disputed amount.



GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMABLES & DURABLES

7. CANCELLATION / CHANGES / RETURNS

- 7.1. Consumable(s)
 - 7.1.1. Non-Standard Products are non-cancellable.
 - 7.1.2. Unless otherwise agreed in writing, any request by the Customer for return of any Goods will only be considered by Hamilton if made within one hundred eighty (180) days from date of delivery of Goods.
- 7.2. Durable(s)
 - 7.2.1. Non-Standard Products may be cancelled with a one hundred eighty (180) days' written notice and the Customer is liable to pay for the finished Goods, work in progress, and any raw material that has already been procured for the Customer in alignment with their Purchase Order.
 - 7.2.2. Unless otherwise agreed in writing, any request by the Customer for return of any Goods will only be considered by Hamilton if made within sixty (60) days from date of delivery of Goods.
- 7.3. If a Customer, for any reason, decides to cancel an open Purchase Order for any items other than Non-Standard Product(s), a cancellation fee will be charged to the Customer at Hamilton's sole and absolute discretion.
- 7.4. All changes requested by the Customer will be discussed in good faith with Hamilton and may require a revised Purchase Order.
- 7.5. If a Customer decides to return Goods, a restocking fee will be charged to the Customer with the assumption that the original packaging is intact and used or optional custom approved packaging is used to return the product to Hamilton. If the original packaging or custom approved packaging is not utilized, Hamilton has the right not to issue credit for the return until a damage assessment is completed.

8. LIMITED WARRANTY

- 8.1. Hamilton warrants that Consumables will conform to Hamilton Specifications until (i) expiration date printed on such Consumable, or (ii) if no printed expiration for a period of twelve (12) months from shipment date.
- 8.2. The warranty period for Hardware is twelve (12) months from the install ("Hardware Installation Date") not to exceed eighteen (18) months from shipment. The Hardware Installation Date shall be that date on which the Hardware is installed and installation qualification is performed by the Hamilton Installation engineer. Warranty services are to be completed during the warranty period. Warranty services delayed by the Customer beyond the warranty period are forfeited.
- 8.3. The warranty expressly does not cover damage caused by normal wear, faulty maintenance performed by a third party, failure to observe the operating instructions, and Hardware installation not carried out by Hamilton, as well as due to other reasons for which Hamilton is not responsible. HAMILTON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 8.4. Hamilton shall not be liable for a breach of the warranty set forth in Section 8 if: (i) Customer makes any further use of such Goods after giving such notice of breach; (ii) the defect arises because Customer failed to follow Hamilton's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Hamilton.
- 8.5. THE REMEDIES SET FORTH IN SECTION 8 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HAMILTON'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9.

9. LIMITATION OF LIABILITY

- 9.1. IN NO EVENT SHALL HAMILTON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL HAMILTON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A PURCHASE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO HAMILTON FOR THE GOODS SOLD IN THE PURCHASE AGREEMENT.
- 9.2. The limitation of liability set forth in Section 9.1 above shall not apply to (i) liability resulting from Hamilton's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Hamilton's gross negligent or willful acts or omissions.

10. LICENSE

Customer acknowledges that certain software contained within Hardware remain the property of Hamilton and may be subject to additional terms and conditions. Hamilton grants to Customer a non-exclusive license to use the proprietary software programs with the Hardware specified in the Purchase Agreement and under the Terms specified herein. Hamilton may declare parts of the software programs as "public" and which parts will be free of restrictions. Hamilton guarantees the operability of the software programs with the Hardware and for the purpose as set forth in the Specifications under normal conditions of operation and that the software programs have been written following the accepted rules of programming. Hamilton warranty expires immediately if changes in the setup of the Hardware or the exchange of Hardware the licensed software programs are operating take place without written confirmation of Hamilton.

Customer may not, nor permit any other party to use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, or otherwise transfer the software.

11. PATENTS

Hamilton represents and warrants to Customer that the manufacture, use or sale of the Hardware or Consumables do not infringe on any patent, trademark or other intellectual property of any third party. Hamilton agrees to indemnify and hold Customer harmless from all lawsuits, judgments, claims, costs and expenses, including but not limited to reasonable attorney and accountant fees arising in connection with any third-party patent infringement claim that have been pre-approved in writing by Hamilton.



GENERAL TERMS AND CONDITIONS OF SALE FOR CONSUMABLES & DURABLES

Customer shall promptly, within ten (10) business days, notify and inform Hamilton of any claimed patent infringement claim that has been made against it relating to Hardware or Consumables. If the Hardware or Consumables sold under the present conditions are produced or modified according to Customer's requirements, Customer agrees to indemnify and hold Hamilton harmless from all lawsuits, judgments, claims, costs and expenses, including but not limited to attorney's and accountant's fees arising in connection with patent infringement involving Customer's modifications.

12. WAIVER

No waiver by Hamilton of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Hamilton. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. ATTORNEY FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce a Purchase Agreement the parties shall be responsible for their own attorney's and accountant's fees associated with the costs of litigation, and in no even shall the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

14. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of Hamilton, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Hamilton to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with a Purchase Agreement is confidential, solely for the use of performing the Purchase Agreement and may not be disclosed or copied unless authorized in advance by Hamilton in writing. Upon Hamilton's request, Customer shall promptly return all documents and other materials received from Hamilton. Hamilton shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

15. ASSIGNMENT

Customer shall not assign any of its rights or delegate any of its obligations under a Purchase Agreement without the prior written consent of Hamilton. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under a Purchase Agreement.

16. FORCE MAJEURE

Hamilton shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached a Purchase Agreement, for any failure or delay in fulfilling or performing any term of a Purchase Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Hamilton including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17. NO THIRD-PARTY BENEFICIARIES

A Purchase Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. LEGAL CONSTRUCTION

These Terms and all sale contracts to which the same apply shall be construed in accordance with the laws of the State of Nevada, U.S.A. Any disputes arising in connection with these Terms and all sale contracts to which the same apply shall be finally settled by arbitration in accordance with the laws and rules of the State of Nevada and such proceedings held and located in Reno, Nevada, U.S.A.

19. SEVERABILITY

If any term or provision of a Purchase Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of a Purchase Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.