



NatX-ray LLC
3950 Sorrento Valley Blvd,
Suite 200 San Diego, California 92121
USA

Terms and Conditions of sale
For Consumable Products

A. Application of these Terms and Conditions

These Terms and Conditions are applicable to the sale of consumable products ("Products") by NatX-ray LLC, a California Limited liability Company ("NATX-RAY") to customers ("BUYER" or "BUYERS") ordering the Products for use worldwide, except for Europe.

Any other terms and conditions, including the BUYER's own terms and conditions of purchase shall be disregarded, whether referred to when ordering or not.

No variation of these Terms and conditions will be binding upon NATX-RAY unless agreed to in writing and signed by an officer or other authorized representative NATX-RAY.

B. Research Use and Competent Buyers

The Products are for research and/or scientific and experimental purposes and laboratory use only.

As such each BUYER is deemed to be competent enough to master the use of these Products, being a public or private institution of research, diagnosis, and/or teaching, or a technical company.

Each BUYER is solely responsible for determining its own needs and has to make sure it has the right equipment and adequate environment to use the Products.

Specifically, NATX-RAY has no duty to explain the BUYER the use of the Products, or to do anything more than delivering the products.

The BUYER is responsible for compliance with state, national and international laws and regulations governing the shipping, storage, processing, and trade of products. NATX-RAY will not warrant damages to the product arising from noncompliance with such laws and regulations.

BUYER ACKNOWLEDGES THAT THE PRODUCTS HAVE NOT BEEN APPROVED FOR HUMAN OR ANIMAL USE. BUYER AGREES NOT TO ADMINISTER ANY OF THE PRODUCTS TO HUMANS OR ANIMALS

IN ANY MANNER OR FORM OR TO USE THE PRODUCTS FOR HUMAN DIAGNOSTIC OR THERAPEUTIC PURPOSES WHATSOEVER.

C. Prices and conditions of payment

Prices are EXW NATX-RAY's facilities in accordance with the Incoterms 2010.

When quoted on documents such as circulars, letters, catalogues or estimates not yet accepted, prices are not final.

NATX-RAY reserves the right to amend its price list at any time without notice or justification (e.g. in the event the prices of materials that are incorporated into the goods rise prior to the delivery of such goods by NATX-RAY, the latter may without notice or justification adjust the prices by written notice to BUYER; such adjustments shall be made in accordance with a formula, determined solely by NATX-RAY, designed to pass on the increased cost of such materials).

The invoicing shall be in US dollars at the applicable price at the date of receipt of BUYER's written order (including e-mail order), provided delivery is within a month of receipt of BUYER's written order.

All prices are exclusive of any applicable sales tax or other tax or duty and the customer shall be liable for the same. NATX-RAY shall determine means of payment (bank transfer, check, credit card, other).

Unless otherwise provided on the invoice, Products shall be payable in cash at the above mentioned NATX-RAY office at the time of order.

Special conditions might apply to academic customers (public laboratories or universities).

Payments, if made by letters of credit (irrevocable and confirmed) must have a bank address.

Failure to pay any draft or installment on the due date shall mean that all previously unmatured debts shall become due at once.

In such a case, any further delivery will be made only against cash on delivery. Any late payment shall incur interest at the monthly rate of 1.5%.

D. Orders and delivery

Products shall be ordered on the BUYER's signed letter-head, with the commercial seal or stamp affixed on it, and sent by e-mail to NATX-RAY at contact@natx-ray.com.

Purchasing Orders (PO) submitted by the BUYER to NATX-RAY shall specify the accurate quantity of products ordered. However, NATX-RAY may deliver a quantity which is five percent (5%) more or less than the ordered quantity and BUYER will accept and pay for the quantity delivered.

Such Purchasing Orders shall not bind NATX-RAY unless they have been accepted within five (5) working days following receipt of the Order by NATX-RAY.

No order shall be deemed accepted without NATX-RAY's written acceptance (including by e-mail), which acceptance shall specify the delivery date of the products. That delivery date is nevertheless approximate only, and NATX-RAY shall not be liable for, nor shall NATX-RAY be in breach of its obligations to BUYER because of any delivery made within a reasonable time of the stated delivery date. NATX-RAY may, by written notice to BUYER, change any delivery date, and such date shall become the agreed upon delivery date unless BUYER delivers to NATX-RAY its objection to such date in writing (including e-mail) within ten (10) days of receipt of NATX-RAY's notice.

No total or partial cancellation of an Order already accepted by NATX-RAY shall be valid, without NATX-RAY's written acceptance.

All shipments, deliveries and performance of work covered by these terms and conditions shall at all times be subject to the credit approval of NATX-RAY. As a part of such credit approval, NATX-RAY may at any time decline to make any shipments or deliveries, perform any work, and/or impose such other terms or conditions or security arrangements as NATX-RAY, in its sole discretion, deems appropriate.

NATX-RAY reserves the right to make any changes in specification, construction, design, brand designation, labeling and packaging of the Products, without notice or justification at any time. NATX-RAY shall not be required or obliged to furnish the BUYER with any such changes in any of the Products previously delivered.

E. Intellectual Property

No right, title or interest in any patents, trademarks, tradenames or trade secrets, know-

how or the like or in any pattern or design of any such Products shall pass to the BUYER.

F. Retention of title

Any and all risks of loss or damage to the Products shall pass to the BUYER with delivery EXW NATX-RAY's facilities in accordance with the Incoterms 2010.

NATX-RAY reserves a security interest in any Products sold to the extent of the invoiced sum and will retain title on all goods sold and delivered until a complete payment of the amount due. If BUYER defaults under any obligation hereunder, it agrees to make the Products available so that NATX-RAY can repossess them without a breach of the peace. For the purpose of implementing the above provision, the Products which are still under the control of the BUYER will be considered as those still unpaid. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement. Upon NATX-RAY's request, BUYER will execute any instruments NATX-RAY shall desire in order to perfect its security interest.

G. Limited warranty and liability- Return and refund policy

Unless specified otherwise, NATX-RAY guarantees that the Products to be delivered hereunder, if properly used and serviced, will be free from defects for six months following date of delivery, but ONLY if it can be proved that the BUYER properly used and serviced the Products.

(Exclusion of warranties): NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT SHALL APPLY TO THE PRODUCTS DELIVERED HEREUNDER, NOR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, except as set forth in this warranty.

NATX-RAY neither assumes nor authorizes any other person to assume any other liabilities in connection with the sale or use of any of its products. In addition, NATX-RAY disclaims any warranty for faults in products (like chemical impurities) which originate from improper handling or storage, for application in the household or to humans or animals.

If any product furnished by NATX-RAY fails to conform to the above warranty, through no fault, misuse, negligence, or reasons under the sole control of BUYER, NATX-RAY's sole and

exclusive liability shall be, at its sole option, either to repair, replace, or refund BUYER provided that:

- BUYER notifies NATX-RAY in writing (including e-mail), within 7 days from the date of delivery, that such product failed to conform and furnishes a detailed explanation of any alleged deficiency, together with the purchase order or invoice number, reference of the product and quantities, failing which Buyer's right for a refund or a replacement shall be forfeited; No refunds or replacements shall be made based on the claim of non achievement of scientific results.
- NATX-RAY, in turn, gives its express and prior consent to have the product returned and issues a return number;
- The alleged defective product is returned to NATX-RAY plant at BUYER's risk and expense in adequate packaging (so that NATX-RAY is ensured that the alleged defect had not been caused in transport) within 8 days from NATX-RAY's acceptance of the return, failing which Buyer's right for a refund or a replacement shall be forfeited;
- NATX-RAY, in turn, acknowledged the claimed deficiencies and confirmed that they were not caused by accident, misuse, neglect, alteration, improper installation, repair or improper testing.

If the product is found to be defective by NATX-RAY, NATX-RAY will reimburse BUYER for the transportation charges.

NATX-RAY shall have a reasonable time to repair or replace the defective product or refund BUYER.

IN NO INSTANCE SHALL NATX-RAY BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR ANY LOSS OF PROFITS; COUNTERFEITING; LOSS OF USE; CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, EVEN IF NATX-RAY IS AWARE OF SAME OR COULD REASONABLY FORESEE THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

In no event shall NATX-RAY be liable for any use by BUYER of the Products or any loss, claim, injury, damage or liability, of whatsoever kind of nature, which may arise from or in connection with the sale, or the use, handling or storage of the Products. BUYER agrees to indemnify, defend, and hold harmless NATX-RAY, its officers,

agents, and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the use or disposition of the Products by BUYER, except to the extent resulting from the gross negligence or willful misconduct of NATX-RAY.

In all instances, NATX-RAY's liability shall be LIMITED TO ONE THOUSAND DOLLARS (1,000 US\$) maximum.

H. Applicable law

These terms and conditions shall be governed by and constructed in accordance with the laws of the State of California and any relevant United States federal law, excluding its conflict of law rules. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any disputes arising from the construction or performance of these terms and conditions. In any legal action to enforce, or arising out of a sale subject to, the instant conditions, the prevailing Party shall be awarded all court costs and reasonable attorneys fees incurred.

Updated San Diego, March 30, 2011