

GENERAL

The following represents the standard terms and conditions of sale for all orders placed with PathogenFocus, LLC. Any conflict with the terms stated herein on a purchaser's purchase order are rejected and shall be of no consideration, unless agreed to by PathogenFocus in writing prior to receipt of purchase order.

Orders are subject to acceptance by PathogenFocus, and such acceptance will be confirmed in a written acknowledgement. After acknowledgement, orders cannot be cancelled without written consent from PathogenFocus. Any change or modification to an order must be confirmed in a written acknowledgement from PathogenFocus.

All orders must be placed by the client that will be responsible for paying for the product. No third party or verbal orders will be processed. All accounts must be set up and credit approved prior to the acceptance of any orders.

PRICES

All pricing is firm for a period of sixty days, thereafter pricing is subject to change without notice.

Pricing does not include any taxes or governmental fees, or assessments, including, without limitation, value-added taxes, required governmental taxes, or excise taxes. In the event that the manufacturer is required to pay any such tax or charge, the purchaser will reimburse the manufacturer upon notification.

DELIVERY

All shipments are F.O.B. Henderson, NC 27537. Title to all shipments will pass to the purchaser upon shipment and the possession of a bill of lading by PathogenFocus from the shipper. Seller is not responsible for any damage in shipment, and it is the duty of the purchaser to inspect and accept all deliveries before accepting. Acceptance at the site will be final.

Freight on all orders will be prepaid and the freight will be charged to the purchaser.

Any partial shipments will be at the discretion of PathogenFocus.

Delivery dates will be set by PathogenFocus, and PathogenFocus won't accept any liability for delays in shipment or shipping. Any costs incurred for storage, handling, or any other excess charges created by the purchaser, will be invoiced to, and paid by the purchaser.

PAYMENT

Payment terms are 60% down with 40% prior to shipment. Payment delays may cause shipment delays. In addition, purchaser grants to the manufacturer a purchase money security interest in the products until all payments have been made in full.

RETURNED GOODS

All damaged or missing products must be reported within 5 business days from the date of receipt of product by the purchaser. This must be accompanied by a delivery receipt noting such issues to the delivery company.

PathogenFocus products are made to order (MTO). Returns will only be considered for a maximum of 10% of the quantity for each item on a purchase order. Custom products, which include but are not limited to customization of standard products, custom engineered products, custom colors, special order components, custom programmed controls, configured systems, and private labeled products, are not eligible for return. A return goods authorization (RGA) must be agreed to by PathogenFocus in advance of any goods being returned to the factory. All goods must be returned within 30 days of the authorizations. In no event will goods be considered for an RGA beyond 60 days after delivery.

All return goods will be credited at invoice price less a minimum of 25%, at the discretion of PathogenFocus. All return freight expense will be paid by the purchaser. Credit will only be issued on items that are unopened and returned in "as new" condition.

WARRANTY

PathogenFocus warrants our ADB systems to be free of material or workmanship defects for a period of 1 year from the date the product was shipped from the PathogenFocus factory. All ADB products must be operated on electrical systems with voltages that are ALWAYS within the specification for the ADB system. ADB systems installed outside must have proper protection from the elements.

PathogenFocus will not be responsible for any failures caused by external causes, including but not limited to the following: physical damage, fire, acts of nature, exposure to chemicals in which it is not intended, exposure to any and all types of corrosive chemicals, chemicals for

cleaning, high pressure wash down, power spikes – high or low which go beyond the specified limits, any other outside agency inclusive of vibration, animal infestation or contamination. No changes to the product that impact the operation or UL of the product will be covered.

All products will be installed in compliance with the National Electric Code. Any deviation will void any warrantee. Any substandard mechanical installation, if creating any damage to the product, inclusive of hanging systems, will also void the warranty. Any third-party components added to PathogenFocus systems that may cause failure will void this warranty. This limited warranty is void if the product is not used for the purpose for which it was sold and intended.

In the event that PathogenFocus ADB systems fail with PathogenFocus being at fault, it will be PathogenFocus' option to repair or replace the products with the same functioning equal product or component. This warranty excludes any equipment or labor necessary to remove, repair, or replace the faulty product. Any replacement product or component does not extend the warranty period.

PathogenFocus reserves the right to request faulty product be sent to its factory for inspection and testing.

To make a claim, you must notify PathogenFocus in writing within sixty days after your discovery of any defect, and must provide the original invoice for the material.

THE FORGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION OF WARRANTY AGAINST ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE.

IN NO EVENT WILL PATHOGENFOCUS BE LIABLE FOR COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR OTHER DAMAGES. PATHOGENFOCUS' AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE AMOUNT PAID TO PATHOGENFOCUS FOR THAT DEFECTIVE PRODUCT. PATHOGENFOCUS SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.