



## Terms and Conditions

Reprocessing Products Corp (RPC) is a United States FDA registered company with facilities in Minnesota and Arizona. These RPC Terms and Conditions of Sale (the "Agreement") shall apply to any and all orders placed by Buyer for products of Seller (the "Product" or "Products"). In this Agreement, RPC is referred to as "Seller" and the party to whom Seller's order acknowledgement is addressed is referred to as "Buyer".

1. **ACCEPTANCE AND COMPLETE AGREEMENT.** Acceptance by Seller is expressly limited to Buyer's assent to these terms and conditions. The terms and conditions stated herein constitute the entire contract between the parties and supersede in their entirety all prior written and oral agreements, understandings and representations. No additional or different terms and conditions of any prior or subsequent purchase order, acknowledgement or other notification from the Buyer to the Seller shall be of any effect regardless of any provision to the contrary appearing thereon, and no subsequent modifications or changes shall be effective unless in writing signed by both the Seller and Buyer.
2. **INDEMNITY AND INSURANCE.** Title to all products will pass to Buyer on delivery to carrier at Seller's plant regardless of any provisions for payment of freight or insurance by Seller, or of the form of shipping documents. Risk of damage or loss following such delivery to carrier shall be on Buyer notwithstanding selection of carrier by Seller. Seller shall be in no way and to no extent be liable or responsible for safe or prompt arrival of any shipment.
3. **WARRANTIES.** Seller makes the following warranties and only the following warranties:
  - a. The products conform to the standard of identity and quality.
  - b. The products are free from defects in materials and workmanship.
  - c. RPC ensures the items packaged are protected adequately for the variety of conditions they may encounter during shipping. RPC strives to meet customer expectations by ensuring the product received is in the same condition as it was prior to departing our facilities. Packing list, showing order number shall be included with each shipment. Number of packages and purchase order numbers shall be indicated on Bill of Lading.
  - d. The products as furnished to the Buyer do not infringe any unexpired United States Patent covering the product itself.

EXCEPT AS SPECIFICALLY STATED IN THE IMMEDIATELY PRECEDING PARAGRAPH, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **DISCREPANCIES, INSPECTION AND REJECTION.** In the event of delivery by Seller to Buyer of any of the products listed herein in damaged or defective condition or in the event of a breach of any of the warranties made by Seller hereunder, Seller's only liability to Buyer or to anyone else shall be limited to the replacement, or at its option, payment of the cost of such replacement of such damaged, defective or nonconforming product. In no event shall liability of the Seller to the Buyer or to anyone else for any bodily or property injury, loss or damage exceed Seller's net invoice price of such damaged or defective or nonconforming products. Seller shall not be liable for any indirect, special incidental or consequential damages of any nature whatsoever. Buyer agrees to indemnify Seller and hold Seller harmless against all claims, actions, proceedings, expenses, costs and liabilities asserted against the Seller by any person with respect to the sale or use of any products sold hereunder, and all loss, injury or damages resulting therefrom, expressly including, but not limited to, any claim, action, proceeding, expense, cost or liability arising out of negligence of the Buyer. Each product shall be inspected by the Buyer within three days after receipt of such product. Failure to so inspect shall constitute a waiver of Buyer's rights of inspection and shall be equivalent to acceptance of such product.



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The failure to specify any defect or nonconformity shall constitute a waiver of that defect or nonconformity. Materials shall not be returned to Seller without Seller's express permission.

5. **FORCE MAJEURE.** Seller shall not be liable for failure or delay in shipment of any accepted order or any part thereof by reason of shortage of materials, labor difficulties, floods, fire, government priorities, actions taken or threatened by any governmental agencies, acts of God, or other contingencies or acts not within the sole control of Seller. Seller reserves the right during the periods of any shortage to allocate its available supplies among any or all of its purchasers on such basis as it may determine equitable without any liability therefore to the Buyer.
6. **SHIPPING.** Seller shall have the right to deliver any products ordered by a Buyer in separate shipments and on different dates. In the event of Seller's default in connection with any such installment delivery, Seller shall be deemed to be in default only as to the products delivered or to be delivered in such installment, and such default shall not constitute a total breach of the order as a whole nor shall it substantially impair the value of the order as a whole. Return requests must be made within 30 days of invoice date. Returned products are subject to a processing fee of 25% (50% for test strips and standard solutions) of the purchase price. Shipping costs for returned products are the responsibility of the customer.
7. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the law of the state of Delaware in the United States of America. Any legal suit, action or proceeding arising out of, based upon or relating to this Agreement shall be instituted in the federal courts of the United States of America, district of Minnesota, or the courts of the state of Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If Seller is compelled to take legal action to enforce any provision of this invoice, Buyer agrees to reimburse Seller of all attorney's fees and expenses in connection with said legal action.
8. **PRICING.** A minimum order amount ordered by Seller shall be specific to the price list in effect on the date of the shipment from the Seller to the Buyer.
9. **INVOICE AND PAYMENT.** Terms are Prepay at time of sale unless Net 30 terms have been approved by RPC. A 1.5% finance charge will be added for any late payment. Unless otherwise agreed upon, payment in advance is required for International customers. No other discounts except as stated on the face of the invoice shall be allowed. Stenographical, clerical or computer errors on the face of any invoice of Seller are subject to correction. Each complete shipment to the one address will be considered for discount and transportation purposes. Unless otherwise agreed upon, all transportation except redelivery charges, demurrage and charges for unloading will be prepaid. Prices shown on any invoice are subject to change. An additional invoice will be generated for redelivery or undeliverable shipments.

I have read and understand the Terms and Conditions set forth in this document and agree to them in their entirety.

Signature:

Title:

Print Name:

Date: