

Terms and Conditions of Sale

General

In these Terms and Conditions of Sale:

The Buyer means the person, firm, company or other organization who or which has ordered Products and/or Services from WaterSep BioSeparations Corporation (“WaterSep”);

The Contract means the contract for the sale and purchase of Products and/or Services between WaterSep and the Buyer as may be further evidenced by the Buyer’s purchase order as accepted by WaterSep’s Final Sales Order Confirmation or invoice and no prior proposals, statements, representations or conditions will be binding on either party;

The Buyers Purchase Order(s) means any written purchase order including but not limited to emails, facsimiles, or signed letters setting forth an order from Buyer to WaterSep for Products and/or Services; and

The Product means any goods, agreed to be supplied by WaterSep; and

The Services means all advice given and services performed by WaterSep.

These Terms and Conditions of Sale shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions of Sale may not be varied or waived except with the express written agreement of WaterSep. **The failure of WaterSep to enforce its rights under the Contract at any time, for any period of time, shall not be construed as a waiver of any such rights.**

Acceptance

WaterSep’s offer to sell Products and/or provide Services to Buyer is expressly conditioned upon Buyer’s acceptance of these terms and conditions. Any of the following constitutes Buyer’s unqualified acceptance of these terms and conditions: Written acknowledgement of these terms and conditions; issuance or assignment of a purchase order for the product or services, acceptance of any shipment or delivery of product or provision of services, payment for any of the product; or any other act or expression of acceptance by Buyer.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER’S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER UNLESS EXPRESSLY AGREED TO IN WRITING BY WATERSEP.

Prices, Taxes and Payment

WaterSep reserves the right to change the prices and specifications of its Products or Services at any time without notice, unless otherwise explicitly specified in a written customer quote. All quotes issued by WaterSep for its Product and/or Services shall remain open for acceptance for the period stated in the quote or, if none is stated, for sixty (60) days.

Any tax, duty, custom or other fee of any nature imposed upon this transaction by any governmental or quasi-governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event WaterSep is required to prepay any such tax, Buyer will fully reimburse WaterSep for such tax prepayment.

Payment terms shall be net 30 days after shipment by WaterSep, except that payment made by credit card must be made at time of order placement by Buyer and is limited to orders with a total order value equal to or less than ten thousand dollars (\$10,000 - US).

In the event of late payment, WaterSep shall charge a late fee of 1.5% per month and reserves the right: To suspend deliveries and/or cancel any of its outstanding obligations; and require C.O.D. payment terms. Buyer is responsible for all of WaterSep's collection costs on Buyer's past due accounts.

Delivery and Shipment

WaterSep will make every effort to ship the Products or provide the Services hereunder in accordance with the requested delivery date, provided that WaterSep accepts no liability for any losses or for damages arising out of delays in delivery. All delivery dates are estimates and the time of delivery shall not be of the essence. Failure to deliver by the specified date will not be sufficient cause for cancellation. Where delivery of a Product requires an export license or other authorization before shipment, WaterSep shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization. WaterSep shall be entitled to deliver the Product in installments.

If, at Buyer's request or for any reason for which Buyer is responsible, the production or shipment of Product is delayed, WaterSep may immediately invoice Buyer for the Product produced, and costs and expenses incurred up to the time of the delay.

WaterSep shall select the method of shipment and the carrier to be used unless specified by Buyer and agreed to in writing by WaterSep. Shipment of all Products shall be Free Carrier (FCA) point of distribution by WaterSep; identification of the Products shall occur when they leave WaterSep's point of distribution, at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by WaterSep, the amount thereof shall be reimbursed to WaterSep. Products shipped with dry ice and/or Buyer specified conditions are subject to a handling charge, which if prepaid by WaterSep shall be added to the invoice.

Installation and Testing

Where the Product requires installation, and the applicable purchase order includes same, the Buyer shall be responsible at its own cost for making the location where the product will be used ready for installation in accordance with WaterSep's instructions. Installation will not begin unless such responsibilities are completed.

Following installation, **where applicable**, WaterSep will proceed with final testing using WaterSep's performance specifications, standard instruments and standard procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the above specifications (with any permitted variations/tolerances) WaterSep **may issue a Test Certificate** which shall be conclusive evidence of such compliance and thereupon installation of the Product shall be deemed to be complete and in compliance with WaterSep's obligations under the applicable purchase order. In any event, Buyer agrees that the Product is accepted: Seven (7) days after the date on which WaterSep notifies Buyer that final testing was successfully completed; upon issuance of the Test Certificate; or on the date Buyer first uses the Product for operational use, whichever is earlier. Buyer, at its reasonable request, shall be entitled to be present at and to witness the testing and shall not be entitled to raise any objection to testing carried out, or to the results thereof, if Buyer failed to attend when advised that testing was to take place.

Custom Made-To-Order Products

WaterSep may define certain Product as Custom Made-To-Order ("CMO"). Buyer may provide WaterSep with product specifications prior to the start of manufacturing a CMO Product or Buyer may request that WaterSep provide specifications for the CMO Product based on its experience, judgment, and knowledge. WaterSep and Buyer shall agree to all production and testing techniques prior to the start of manufacturing a CMO Product. Buyer must provide a Purchase Order detailing product and delivery schedule for CMO Product. Buyer shall purchase the entire lot of the CMO without regard to volume. Purchase Orders for a CMO Product are not cancelable and products are non-returnable.

Inspection and Acceptance of Product

Buyer shall be responsible for inspecting all Product shipped hereunder prior to acceptance of Product. The Product shall be deemed to have been accepted by Buyer if WaterSep does not receive written notice

of rejection from Buyer fully specifying and documenting the reasons thereof within 5 days following receipt of shipment of Product to Buyer. WaterSep may, on Buyer's premises, inspect any Product claimed not to conform. BUYER IS NOT TO OPEN THE PRODUCT'S SEALED PLASTIC PACKAGING PRIOR TO COMPLETING INSPECTION. Buyer cannot return Product if the sealed plastic packaging has been opened as further set the terms set for the in Paragraph immediately below titled Changes, Cancellations and Return of Product.

Changes, Cancellations and Return of Product

WaterSep reserves the right, subject to prior written notice, to make any change in the specification of the Product which does not materially affect the performance, use, installation or price thereof.

Buyer may cancel an order if cancellation notice is received by WaterSep from Buyer within twenty-four (24) hours of Buyer's receipt of WaterSep's Sales Order Confirmation and no Product listed on the order has been shipped.

Product may only be returned with the express prior written authorization of WaterSep and only if Product sealed plastic packaging remains unopened. All Product must be returned with WaterSep's completed and signed Return Merchandise Authorization ("RMA") form. The Buyer is responsible for any damages to the Product that occur during return shipment and any additional costs that WaterSep may incur as a result of Buyer's failure to comply with the terms of the RMA or for a misrepresentation or omission by the Buyer on the RMA. All Product authorized for return must be packaged and shipped in a manner that will avoid damage to the Product and is considered acceptable to the carrier(s). Title to the returned Product shall pass to WaterSep upon confirmed delivery of the Products to WaterSep's facilities. The Product shall be returned in their original containers and unopened sealed plastic packaging, with the original WaterSep label affixed and unaltered in form and content. Product returns are subject to a 25% restocking charge, except for defective Product. No returns will be accepted more than 30 days following issuance of authorization of return to Buyer.

Buyer shall be responsible for payment of return shipping costs, except for costs of returning shipping for defective Product which shall be the responsibility of WaterSep. WaterSep in its sole discretion will determine if a Product is defective.

WaterSep's Standard Warranty and Limitation of Liability

WaterSep warrants that Products manufactured by WaterSep and stored at room temperature in their unopened original packaging will meet applicable published specifications and be free of defects ("Warranty Terms") for a period of twenty-four (24) months from the date of labeling ("Warranty Period"). WaterSep reserves the right to change said Warranty Terms and Warranty Period in the Product Certificate of Assurance or other appropriate document. This warranty does not extend to any Product which has been subjected to misuse, neglect, or to use in violation of instructions furnished by WaterSep or was not inspected in accordance with the terms of paragraph 7 hereof. For Product EXPRESSLY SOLD FOR USE IN FOOD, DRUG OR COSMETIC APPLICATIONS, WaterSep guarantees that no such Product is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act") or within the meaning of any other applicable law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act, as such laws are constituted and effective at the time of shipment, or is an article which may not, under Sections 404 or 505 of the Act, be introduced into interstate commerce.

WATERSEP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The warranty provided herein and the data, specifications and descriptions of WaterSep Product appearing in WaterSep's published catalogues, product literature and certificates of assurance may not be altered except by express written agreement signed by an officer of WaterSep.

In the event of a breach of the foregoing Product warranty, WaterSep's sole obligation shall be to repair or replace, at its option, the applicable Product or part thereof, provided the Buyer notifies WaterSep promptly following receipt of Product of any such breach or within thirty (30) days of receipt of Product if so instructed. If after exercising reasonable efforts, WaterSep is unable to repair or replace the Product or part thereof, then WaterSep shall provide a prorated credit to Buyer towards the future purchase of the applicable Product.

WaterSep warrants that it shall provide Services in a professional and workmanlike manner and that it will attempt in good faith to perform the services to Buyer's reasonable satisfaction. **WATERSEP MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED.** If WaterSep breaches this warranty, then Buyer shall be entitled to a credit of up to the amount paid for such Services. The above represents Buyer's sole remedy for breach of this services warranty.

Buyer assumes all risk and liability for loss, damage or injury to persons or to property of Buyer or others arising out of the presence or use of the Product or WaterSep's provision of Services. Except as expressly provided otherwise herein, WaterSep shall not indemnify nor be liable to Buyer, Buyer's customers, successors, or to any person or entity for any claims, damages or losses arising out of the sale or use of Product or the provision of Services, where liability is premised upon any theory including, but not limited to, warranty, negligence or strict liability. **WATERSEP SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCT OR SERVICES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, LOSS OF REVENUE OR PROFITS, OR ANY LIABILITY OF BUYER TO A THIRD PARTY. THE TOTAL LIABILITY OF WATERSEP UNDER THESE TERMS AND CONDITIONS OF SALE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICES INVOLVED.** All claims must be brought within one (1) year of delivery, regardless of their nature, unless otherwise provided herein.

Authorized Use

BUYER ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE PRODUCT, THAT IT UNDERSTANDS SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF BUYER TO WARN AND PROTECT ALL THOSE EXPOSED TO SUCH HAZARDS.

The purchase of WaterSep Product conveys to Buyer a non-transferable right to use the purchased Product in compliance with the intended use statement listed on the product data, label, or Product information that accompanies each product. Each product also may be accompanied by limited use information or limited use label licenses. Unless otherwise expressly stated in Product data or product documentation sheets, WaterSep product has not been tested for safety or efficacy. In the event of resale of Product by Buyer, and where WaterSep has affixed warnings on the exterior of potentially dangerous Products, Buyer is prohibited from changing, deleting, or obscuring such warnings in any way unless Buyer shall suitably reproduce the same warnings on the packaging. The foregoing shall not preclude Buyer from adding any additional warnings or disclaimers as may be appropriate and/or required by law as a condition to Buyer's resale or use of the Product. As stated in the documentation accompanying the Product, certain Products are intended for research use only and are not to be used for any other purpose, which includes but is not limited to, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption or application to humans or animals. Product specifically labeled for In Vitro Diagnostic ("IVD") use are approved for diagnostic procedures only when used in accordance with the accompanying Product insert instructions by appropriately trained personnel.

Buyer shall at all times be solely liable for: obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements related to the Buyer's use of the Product, including any clinical, medical or diagnostic use, and conducting all necessary testing prior to use of product purchased from WaterSep.

Buyer shall indemnify and hold WaterSep, its corporate affiliates, any entity under majority control of WaterSep, and WaterSep's agents, employees, and representatives, harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees), arising in connection with Buyer's sale or use of the Product, including but not limited to Buyer's breach of the covenants and representations contained herein, or arising from the negligence, recklessness, misuse, or misconduct of Buyer.

Technical Advice

WaterSep may, at Buyer's request, furnish technical assistance, advice and information with respect to the Product, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed, however, that WaterSep is under no obligation to provide such technical assistance and/or information. To the extent that such technical assistance and/or information is provided to Buyer, the disclaimers and limitations of liability contained herein shall be applicable.

Agents, etc.

No agent, employee or other representative has the right to modify or expand WaterSep's standard warranty applicable to the Product or Services to make any representations as to the Product other than those set forth in WaterSep's product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part hereof.

No Assignment

Orders are not assignable or transferable, in whole or in part, without the express written consent of WaterSep.

Typographical Errors

Stenographical, clerical or computer errors on the face of any WaterSep invoice shall be subject to correction by WaterSep.

Third Parties

Nothing in this document is intended to create any rights in third parties against WaterSep.

Equal Employment Opportunity

WaterSep is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status.

Modification, Waiver of Breach

This Contract may be modified and any breach hereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought. The waiver by either party at any time to require performance by the other of any provision of these Terms and Conditions of Sale shall not operate as a waiver of such provision at any other time.

Governing Law

This Contract shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of the Commonwealth of Massachusetts.

Jursidiction

Any and all disputes or controversies arising under, out of or in connection with this contract or the sale or performance of the products or services shall be submitted exclusively to the jurisdiction of courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts, to whose jurisdiction for such purposes WaterSep and Buyer each hereby irrevocably consents and submits.

Federal Government Purchases

With respect to any Products or Services provided to the US federal government or any agency thereof Buyer agrees that all Products or Services provided hereunder meet the definition of a "commercial-off-the-shelf" (COTS) item or a "commercial item" as defined in FAR 2.101. If invoked, GEHC accepts terms of FAR 52.212-4 except as may be tailored by the terms set forth herein. GEHC accepts terms of FAR

52.212-5 properly applicable to this purchase. Because of the nature of any Services that may be provided, Buyer agrees that Services provided hereunder are exempt from the Services Contract Act of 1965 (as amended).

WEEE Directive

Buyer hereby agrees to bear any costs and conduct any required operations associated with the environmentally sound management of waste resulting from the Product in accordance with all provisions, including any specific conditions, laid down by any national legislation, including legislation relating to electrical and electronic waste. Should Buyer be a distributor or the end user, for any disposal of used product support, please contact a local waste management company.

Compliance with Foreign Corrupt Practices Act

Buyer acknowledges that WaterSep is a United States corporation and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq., which prohibits the making of corrupt payments (the "FCPA"). Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause WaterSep to be in violation of, the provisions of the FCPA.

Compliance with Export Restrictions

Buyer acknowledges that the Product covered by these Terms and Conditions of Sale is subject to the export control laws of the country from which shipment is made, as well as possibly those of the United States. Buyer further acknowledges that, depending on the product, its country of destination, its end use, and the identity of the parties to the transaction, such laws may require Buyer, either for the further transfer of the product being exported to it by WaterSep, or for the transfer of any item into which Buyer may incorporate such product, to seek and obtain export licenses/authorizations issued pursuant to those laws. Where Buyer re-exports the product in question, it is the legally responsible party for determining its correct export classification, and for obtaining any necessary export licenses/authorizations, as a courtesy, to aid Buyer in ascertaining the export classification and the potential applicability of U.S. export control laws, on its invoice, WaterSep shall provide Buyer (i) with what it believes is the correct classification, under local and U.S. laws, of the product being shipped and (ii) a statement as to the country of origin of the product at the Buyer's written request. Buyer agrees to hold WaterSep harmless from any and all liabilities or costs incurred by WaterSep or its affiliates for any reason arising from or in connection with any export, import, regulatory, governmental or treaty violations in any jurisdiction, incurred intentionally or unintentionally in connection with the product covered by these Terms and Conditions of Sale.

Insolvency

In the event that the Buyer becomes insolvent or applies for bankruptcy or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), WaterSep shall be entitled immediately to terminate its obligations hereunder without notice and without prejudice to any other rights of WaterSep hereunder.

Force Majeure

WaterSep shall not be liable with respect to the non-performance of any of its obligations herein to the extent such performance is prevented by any circumstances beyond its reasonable control including, but not limited to, strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment. If an event of force majeure exceeds one (1) month WaterSep may cancel any of its outstanding obligations herein without liability.

Publicity

Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to WaterSep, its affiliates, their Products, or to these Terms and Conditions of Sale must be approved by WaterSep prior to its use or release.

Proprietary Rights

WaterSep, or its affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other intellectual property. Except as otherwise expressly permitted by WaterSep, no use of WaterSep's or its affiliates' brand names, trademarks, trade names, logos or other intellectual property is permitted, nor the adoption, use or registration of any words, phrases or symbols so nearly resembling any of WaterSep's or its affiliates' brand names, trademarks, trade names, logos or other intellectual property as to be likely to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by WaterSep of another entity's product or services.

English Language

The parties hereto accept that these terms and conditions of sale and any documents related thereto be drawn up in the English language.

Severability

If any provision of these terms and conditions is held illegal, invalid, inapplicable or unenforceable, such provision shall be deemed severed from these terms and conditions, the remainder of which shall remain in full force and effect.

Entire Agreement

No terms, conditions, provisions or certifications, representations, other than those explicitly set forth herein shall apply. All other terms are hereby rejected including those set forth on Buyer Purchase Orders. These Terms and Conditions of Sale constitute the entire agreement of the parties with respect hereto. No terms contained herein supersedes or affects the terms and operation of any Confidentiality or Non-Disclosure Agreement ("CDA/NDA") or intellectual property license agreement entered into by and between WaterSep and Buyer.