

## **TERMS AND CONDITIONS FOR SALES QUOTATIONS AND PROPOSALS**

### **ALLOMETRICS**

"Allometrics" as used herein is defined as Allometrics, Inc.

### **INFORMATION REQUIRED FOR ACCREDITED CALIBRATION SERVICES**

The following information is required to be provided by the Customer for accredited calibration services:

- a.) The equipment to be calibrated and the specifications used must be identified by the Customer. In an event that Allometrics is not provided the information necessary to determine if Allometrics' capabilities will meet all of the Customers' contracted specifications. Allometrics' technical personnel will evaluate such requirements upon the site visit and inform Customer of any concerns.
- b.) The Calibration Interval.
- c.) The Method of calibration. When testing methods are not specified, Allometrics will choose applicable test methods based off of published standards and industry accepted methods. In an event that Allometrics uses a method developed by Allometrics, the Customer will be informed of such.
- d.) The Level of Service. Where the level of service to be performed is to ISO 17025 or any other Standard, the equipment that falls under such obligations shall be individually labeled as such.

### **WIRELESS ACCESS**

When at a Customer's site to perform services, Allometrics' personnel will be allowed access to wireless internet networks, if available.

### **REPAIRS**

Allometrics' charges a \$250 minimum Repair Evaluation Fee for all repairs. This fee is charged only if the customer declines the repair and wants their equipment returned. Customer pays for shipping on all returned items. The Repair Evaluation Fee is not charged when: the customer approves the repair or the customer purchases replacement equipment from Allometrics.

In the event repair or replacement parts (including filters) are used, Allometrics does not warranty or accept liability for any customer-supplied or customer-installed parts or filters.

### **NSF and CETA Certification**

Allometrics employs NSF 49 and CETA certified certifiers. At times Allometrics may assign a non-accredited technician to certify your equipment during a training or technician recertification period. All reports created by a non-accredited technician are quality reviewed by an accredited technician and/or our quality manager or their designee.

### **USP 797**

USP 797 customers are responsible for ensuring the following tests are done at their USP 797 compliant facilities:

- a.) HEPA filter leak tests
- b.) Dynamic Smoke Study (with pharmacy personnel)
- c.) Environmental Monitoring

Customer will be responsible for signing Allometrics' forms indicating that they accept or refuse such testing. Customer acknowledges that refusal of such testing will potentially cause them to fail any inspections by the Board of Pharmacy, Joint Commission, FDA or other auditing groups and Governmental Regulators.

### **ELECTRICAL SAFETY MARKS**

Allometrics may sell and provide equipment that is not UL approved, listed or stamped or has been stamped and approved for electrical safety in accordance with the CE, or European Conformity, Mark. In accepting this quote customer acknowledges that the price paid does not include provision of a UL or similar domestic mark for said equipment. Allometrics disclaims all liability for purchase and or use of equipment that is not UL approved, listed or stamped.

### **ACCEPTANCE**

All orders from Customer are subject to final acceptance by Allometrics and to the conditions set out herein. Terms and conditions set forth in Customer's order shall be null and void unless specifically accepted by Allometrics in writing. Performance by Allometrics pursuant to order of Customer shall not constitute acceptance by Allometrics of Customer's terms and conditions.

### **EXPORT LAWS**

SOME OR ALL OF THE GOODS AND SERVICES (INCLUDING ANY SOFTWARE AND TECHNICAL DATA) TO BE SUPPLIED HEREUNDER ARE OF U.S. ORIGIN OR ARE PRODUCED FROM U.S. TECHNOLOGY. THE PARTIES ACKNOWLEDGE THAT THE LAWS OF THE UNITED STATES REGULATE THE MOVEMENT BETWEEN COUNTRIES OF SUCH GOODS AND SERVICES, WHETHER IT BE THE INITIAL EXPORT FROM THE U.S. OR ANY SUBSEQUENT MOVEMENT ACROSS AN INTERNATIONAL BORDER. ALLOMETRICS CAUTIONS THAT ANY CHANGE IN USE, CHANGE IN COUNTRY OF USE OR USE BY A PARTY OTHER THAN CUSTOMER MAY ALTER THE STATUS OF THE GOODS AND SERVICES UNDER APPLICABLE LAWS OF THE UNITED STATES AND THE COUNTRY OF USE AND MAY RESTRICT OR PROHIBIT SUCH CHANGE. CUSTOMER AGREES THAT IT SHALL IN NO CASE BE PARTY TO A TRANSACTION WHICH WOULD ALLOW SUCH GOODS OR SERVICES TO BE USED IN CONNECTION WITH THE DESIGN, PRODUCTION, USE OR STORAGE OF CHEMICAL, BIOLOGICAL OR NUCLEAR WEAPONS OR MISSILES OF ANY KIND OR WOULD RESULT IN A VIOLATION OF OR PUNISHABLE OFFENSE UNDER UNITED STATES LAW. ANY ALLOMETRICS OBLIGATION TO SUPPLY GOODS AND SERVICES TO CUSTOMER IS SUBJECT TO ITS ABILITY TO DO SO UNDER APPLICABLE LAW CURRENT FROM TIME TO TIME HEREAFTER, INCLUDING ITS ABILITY TO SECURE A LICENSE FROM THE APPROPRIATE AGENCY OF GOVERNMENT. ANY FAILURE OF ALLOMETRICS TO COMPLY WITH SUCH AN OBLIGATION OR DELAY IN COMPLIANCE ARISING OUT OF OR IN CONNECTION WITH APPLICABLE LAW OR INABILITY TO OBTAIN A LICENSE SHALL BE DEEMED A FORCE MAJEURE EVENT AND NOT A BREACH OF CONTRACT.

### **FINAL DESTINATION**

This quotation is based upon final destination of the items or services being as designated in this quotation. In the event final destination is different from such designation, or is later changed, this quotation is void and new quotation must be provided for actual final destination.

### **PAYMENT TYPES**

If Customer does not have an approved open account with Allometrics, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the thirtieth day after date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Allometrics employs an attorney for collection of any account, Customer agrees to pay Allometrics's reasonable and necessary attorney fees, but in no case shall the attorney's fees be less than 20% of the unpaid account, plus all collection and court cost.

With respect to some export sales, payment is to be made in exchange for the documents mentioned in delivery below to be tendered to bankers approved by Allometrics for the full amount of the goods sold, with such credit to be confirmed to Allometrics by such bankers and to remain in full force until the order of customer shall be completely performed by Allometrics.

Export letters of credit are to be confirmed and irrevocable, payable at sight in U.S. Dollars and issued by a major bank acceptable to Allometrics with Allometrics at the address shown in this quotation as beneficiary. All bank transfer charges, commissions, amendment charges or any charges in connection with the letter of credit are for the Customer's account. The latest shipment date of the letter of credit should be thirty days after the quoted delivery date. The expiration date should be at least sixty days after the latest shipment dated.

### **TAXES**

All prices may be quoted exclusive of any federal, state, local, sales, use, excise, value added, or similar taxes imposed on the sale or use of the services, equipment, product or material listed, which taxes will be added to quoted prices where applicable upon invoicing.

### **PRICES**

Prices quoted herein are in U.S. Dollars per INCOTERMS 1990 as defined under delivery.

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### **VALIDITY**

Prices quoted herein are firm for thirty days from the date of this quotation, unless specified otherwise, will be the invoice price through delivery provided order is received within this period and order can be invoiced and shipped when completed. Deliveries quoted are estimates and subject to change based on first come first served. Firm shipping dates will be provided for the material upon placement of order.

### **WEIGHTS**

All weights shown on the quotation are approximate per unit expressed in U.S. pounds and/or fractions thereof unless otherwise specified.

### **CHANGES**

No alternations in specifications or changes either for total quantify, delivery, mechanical, chemical or other details may be made without written consent of Allometrics and adjustment or confirmation of prices.

### **REVISIONS**

All prices, terms and conditions are subject to change without notice.

### **INSPECTION & EXPEDITING**

Inspection of the goods by Customer is to be made at Allometrics's works and at Customer's expense and such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing the Customer. If the Customer requires expeditors, inspectors, and/or agents, Allometrics will make available personnel to assist the Customer's expeditors, inspectors, and/ or agents during normal working hours at Allometrics's works and charges for Allometrics's personnel in the amount of \$25.00 per employee, per hour or any part thereof if less than one hour, will be added to the price quoted for the products, supplies and materials.

### **ALLOMETRICS' PLANS AND SPECIFICATIONS**

All plans, specifications and like material, attached hereto or furnished herewith, are now and shall remain the exclusive property of Allometrics. Customer hereby agrees to receive such materials with the understanding that the features and all aspects of all designs, drawing, engineering data and other technical or proprietary information, will be kept confidential, no part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of Allometrics, signed by one of its officers.

### **DESIGN CHANGES**

Allometrics reserves the right to change or modify the design of any Allometrics product, service, supplies and materials without obligation to furnish or install such changes or modifications on products or services previously or subsequently sold.

### **SEVERABILITY**

All parts hereof are severable. The invalidity of any part shall not affect the validity of any other part.

### **LIMITED WARRANTY**

Allometrics does not warrant in any way equipment, products, services, and material not manufactured or performed by Allometrics, and such will be sold only with the warranties, if any, that are given by the manufacturer thereof. Allometrics will only pass through to Customer the warranty granted to it by the manufacturer of such items. Allometrics warrants only title to the equipment. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. ALLOMETRICS DOES NOT WARRANTY OR GUARANTEE ANY CALIBRATION SERVICE. Allometrics's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, services or materials is expressly limited to the replacement of such on their return to Allometrics or, at Allometrics's option, to the allowance to Customer of credit for the cost of such items. In no event shall Allometrics be liable for special, incidental, indirect, consequential or punitive damages.

### **DELIVERY**

Tender to the customer or his authorized agent of commercial invoice and shipping documents, consisting of proper bills of lading or air waybill(s) and in case of "CIF" sales, a negotiable insurance certificate, shall constitute

full and final delivery on the part of Allometrics and entitle it to payment as stated herein.

Sales quoted as "Ex Works" means Allometrics fulfills its obligation of delivery when it has made the goods available at its premises (i.e. works, factory warehouse, etc.) to the Customer, unless otherwise stated, and such shall constitute full and final delivery on the part of Allometrics as provided in INCOTERMS 1990.

Sales quoted as "FCA Named City" means Allometrics fulfills its obligation of delivery when it has arranged carriage via common carrier to the first delivery point in the named city and pays the freight charges shall constitute full and final delivery on the part of Allometrics as provided in INCOTERMS 1990. Under "FCA", "CIF", "FAS", "FOB" and any other similar terms, Allometrics will not be required to obtain any export licenses or other official authorization necessary for export of the goods nor pay any taxes, fees and charges levied in respect of the goods because of exportation.

Delivery terms for "CIF", "CFR", "CPT", "CIP" or similar terms are quoted upon request as well as export preparation.

### **TITLE**

Title shall remain with Allometrics until Customer actually receives the goods.

### **TIME OF DELIVERY AND DELAYS**

Shipping dates or delivery dates quoted are estimates. Allometrics shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of Allometrics or the Manufacturer.

### **ORDER CANCELLATION**

Orders cannot be canceled by Customer under any circumstances without Allometrics's consent and upon terms which will indemnify Allometrics against all loss.

### **SERVICE CANCELLATION**

If customer cancels 24 hours before the scheduled service, and no work has been done, a flat fee of \$250 will be charged.

If a customer cancels when we arrive, or there has been work completed before the onsite visit, 20% or \$250, whichever is the larger amount of the estimate will be charged to the customer.

### **RETURN OF GOODS**

Neither all nor part of Customer's order may be returned to Allometrics without prior written agreement of Allometrics. In the event Allometrics shall agree to such return, Customer agrees in addition to any other requirements of Allometrics to pay all shipping charges and Allometrics's minimum restocking charge of 20% and that such goods be unused, undamaged, salable and in new condition. Under no circumstances may any goods be returned to Allometrics that are used, damaged, labeled CSI (Customer Service Item), considered a special order or are not regularly stocked by Allometrics. On items Labeled CSI and special items, Allometrics will attempt to advise the Customer at time of order if the products, supplies, and materials are special or CSI, but Allometrics's failure to do so shall not be taken as a denial of the fact that it is a special item or CSI. Chemical and rubber products cannot be returned as they are not restockable.

### **RELEASE AND INDEMNITY**

To the maximum extent allowed by applicable law, Customer agrees to release Allometrics, its parent, subsidiary, affiliated companies, subcontractors and vendors and insurers and its/ their officers, directors, employees and agents herein referred to as "Allometrics Group", from liability for any and all damages whatsoever to property of any kind owned by, in the possession of or leased by Customer. Customer also agrees to defend, indemnify and hold Allometrics Group harmless from and against any and all liability, claims, cost, expenses, attorney fees, and damages whatsoever for personal injury, illness, death, property damage and loss resulting from but not limited to: loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances

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or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; contamination and pollution of any kind and its cleanup and control.

Customer's release, defense, indemnity and hold harmless obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault or strict liability of one or more members of the Allometrics Group, the unseaworthiness on any vessel or any defect in the data, products, supplies, materials, services or equipment furnished by Allometrics Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect.

### **NO SOLICITATION OF ALLOMETRICS' EMPLOYEES**

For a period of 24 months after accepting or receiving goods or services from Allometrics, Customer agrees that for any reason whatsoever, Customer will not directly or indirectly, hire any current or former employee of Allometrics or induce or attempt to influence any employee of Allometrics to terminate his employment with Allometrics. If Customer does directly or indirectly, hire any current or former employee of Allometrics or induce or attempt to influence any employee of Allometrics to terminate his employment with Allometrics within 24 months after accepting or receiving goods or services from Allometrics, Customer agrees to pay Allometrics 24 months' salary of said employee.

### **NO SOLICITATION OF ALLOMETRICS' VENDORS**

For a period of 12 months after accepting or receiving goods or services from vendor contracted by Allometrics and previously unknown to Customer, Customer agrees that for any reason whatsoever, Customer will not directly or indirectly, hire any such vendor/contractor of Allometrics to perform goods or services identical or similar to what is being provided by Allometrics. If Customer does directly or indirectly, hire any contractor used by Allometrics for the completion of this job, thereby cutting Allometrics out of the transaction, Customer agrees to pay Allometrics for those damages/losses incurred from the loss of business.

### **GOVERNING LAW**

The validity, interpretation and construction of these terms and conditions shall be determined by the laws of the State of Texas, U.S.A except for any conflict of law provisions that would apply the law of another jurisdiction.

### **FORCE MAJEURE**

Allometrics shall not be responsible for any delay or non-performance due to governmental regulation, labor disputes, war or war-like actions, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of Allometrics.

### **MODIFICATIONS**

Customer agrees that Allometrics shall not be bound by any changes or modifications in these terms and conditions, except where such change or modification is made in writing by a duly authorized executive officer of Allometrics.

### **WAIVER**

Delay in enforcing any or all of the above terms and conditions shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right respect to such act or omission or any subsequent act or omission.

### **RESULTING ORDERS**

Any resulting order should reference this quotation and be addressed to the attention of the undersigned at the address shown on the quotation heading.