

LEBRUN LABS LLC TERMS AND CONDITIONS OF SALE

ACCEPTANCE: All quotations and proposals covering Seller's products and services are made and all contracts or purchase orders for said products are accepted under the strict limitation that these General Conditions of Sale shall govern. Any provision in Buyer's purchase order or other documents issued by Buyer which conflicts with or is in addition to these General Conditions of Sale are rejected hereby unless expressly accepted by Seller in writing. By accepting Seller's products and services, Buyer accepts the terms of these General Conditions of Sale.

Buyer agrees to read and follow instructions with specific attention to shelf life and safety. Buyer agrees to not separate individual, unmarked components from labeled components with safety warning – such that an individual could be exposed to hazardous materials without proper warning. Buyer agrees to notify of hazards all individuals who come into contact with products and to warn such individuals not to ingest any component or part of products. Buyer agrees to have only qualified individuals who understand safety risks come into contact with Seller's products.

BUYERS AGREE TO KEEP ALL PRODUCTS OUT OF REACH OF CHILDREN AND PETS AND NEVER CONSUME OR ALLOW SOMEONE ELSE TO CONSUME PRODUCT MATERIALS.

Testing products and standards may contain hazardous materials and as a condition of sale by Seller, Buyer agrees to safeguard and use products in a safe and responsible manner.

No test is 100% accurate. Each test result should be interpreted within the limits of accuracy and false negatives and false positives are possible. Each test type has an application domain, accuracy and limitations and may have limited or no utility as a “stand alone” test; individual test results are used for a weight of evidence approach. Additional testing by alternative methods must be conducted to confirm a test result and interpretation of results must be done in a responsible manner which specifically takes into account test accuracy, application domain, additional factors and test results by complimentary methods. Buyer accepts the products and services "as is" and expressly subject to the limitations in accuracy and agrees to use results in a responsible manner consistent with a weight of evidence approach.

LIMITED WARRANTY: This limited warranty covers defects or errors in the product or service. All products and services are subject to a limited warranty entitling Buyer to a refund of the purchase price or a repeat of the service in question. There shall be no other remedy. All other remedies and damages, including but not limited to direct, special, incidental or consequential damages, are expressly disclaimed and waived to the maximum extent permitted by law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW THE FOREGOING LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO OTHER WARRANTY TO BUYER FROM SELLER IS EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PRICES: Prices do not include any federal, state, county, local, or other taxes, or costs of special packaging and insurance. These charges, when applicable, shall be paid by Buyer. However, Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities. Unless requested by Buyer in writing, Seller shall have no obligation to obtain insurance for Buyer.

PAYMENT: Unless otherwise agreed, all orders are subject for 100% prepayment. The invoiced amount shall not be subject to offsets for any claims by Buyer against Seller, including any claims for products returned by Buyer for repair or correction of defects. If Buyer delays shipments, the payment due date will be based on the date Seller is prepared to make shipment. Products and service reports held for Buyer shall be held at the expense of Buyer.

CANCELLATION: Buyer may cancel all or any of the products purchased by written notice to Seller, provided that Seller receives such written notice at least thirty (30) days before shipment or testing. Upon cancellation with thirty (30) days written notice, Buyer shall pay for any completed products and/or services (including profit thereon) and any direct or indirect costs or expenses incurred by Seller as a result of cancellation, including a restocking charge of 20% of the purchase order price. If Buyer provides written notice of cancellation within thirty (30) days before shipment or testing, Seller reserves the right to complete and ship products and shall be entitled to the full purchase order price. Buyer is responsible for all return freight charges.

WARRANTY: Seller warrants to the original Buyer that new products will be free from defects in material and workmanship for a period within their expiration date or one (1) year, whichever is shorter.

The above warranty does not extend and shall not apply to defect attributed to:

- i. i. accident, neglect, abuse, or misuse;
- i. ii. improper or unauthorized maintenance, overhaul, installation, storage, operation or use;
- i. iii. any alteration, modification, or repair by anyone other than Seller or its authorized representatives;
- i. iv. Products past their expiration date

A Return Material Authorization (RMA) must be obtained from Seller prior to the return of defective products. Buyer is responsible for all preparation, shipping and insurance charges. Buyer will be invoiced and shall pay for replacement parts at full value if it does not return defective products within forty-five (45) days of RMA issuance.

SELLERS AND BUYER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESS WARRANTY AND ANY PERFORMANCE GUARANTEE (S) SPECIFICALLY SET FORTH IN SELLER'S QUOTATION/PROPOSAL, ALL OTHER WARRANTIES AND GUARANTEE(S) OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

ARE DISCLAIMED AND EXPRESSLY EXCLUDED FROM THE CONTRACT.

DELIVERY: Delivery dates furnished by Seller are only estimates and are subject to change. Seller shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE LIABLE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, COST OF MONEY, LOSS OF USE OF EQUIPMENT, CAPITAL OR REVENUE, OR FOR ANY ECONOMIC OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER. SELLER'S MAXIMUM LIABILITY WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE.

PROPRIETARY INFORMATION: Buyer acknowledges that as part of its relationship with Seller, Seller may disclose confidential or proprietary information. Buyer agrees that any confidential or proprietary information, including but not limited to Seller's specifications, drawings, directional inserts, software, designs, reports, software documentation, manuals, direction sheets, samples, models, process information and business methods, disclosed to or obtained by Buyer shall be kept in strict confidence by Buyer. This includes but is not limited to information marked or identified as proprietary, or available only through a password protected directory, or as a direction sheet, or other information in a kit. Buyer shall not duplicate, disclose or use such proprietary or confidential information without the express written permission of Seller. These obligations shall not apply to any information that comes into the public domain lawfully and without violation of this agreement; or which Buyer receives lawfully and properly from a third party subsequent to this agreement; or is developed by Buyer independently and without benefit of information received from Seller.

SALE TO COMPETITORS IS RESTRICTED: Buyer represents and agrees that it does not plan to compete or attempt to reverse engineer copy or otherwise use products for anything but the stated or expected use. If Buyer is a competitor or plans to compete, it agrees to disclose its intention to Seller. Upon such disclosure, and prior to consummation of Buyer's purchase, Seller and Buyer shall enter into a mutually acceptable licensing or other agreement.

RESALE PROHIBITED

In the absence of a written or oral agreement to the contrary, all products are sold by Lebrun Labs for the exclusive use of the purchaser and are not to be resold. If products or services are to be resold, the end user will be notified of these terms and conditions as they relate to test accuracy and interpretation of test results.

INDEMNITY

You agree to indemnify, defend and hold Lebrun Labs, its directors, officers, shareholders, employees, representatives, consultants, and assigns (collectively, "Affiliates") harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought by any third party against Lebrun Labs or its Affiliates alleging or arising from or related to any breach of these Terms & Conditions by you. This paragraph survives expiration or termination of your account or these Terms & Conditions. Seller shall not defend or indemnify or assume any liability or obligations whatsoever for any claims, demands or

suits for infringement of any patent relating to products or articles manufactured or produced in whole or in part in accordance with Buyer's design or request. Rather, in the event of such claims, demands or suits, Buyer shall defend and indemnify Seller.

PACKAGING AND SHIPMENT: Seller's products will be packaged in accordance with standard commercial practices for domestic and international shipments. Buyer will pay all shipping charges. In the absence of specific written instructions, Seller will select the carrier.

TITLE AND RISK OF LOSS: Unless otherwise agreed, items are shipped F.O.B. Seller's location. Seller retains a lien and security interest in the Equipment until the purchase price is fully paid.

GOVERNING LAW: In the event the sale of products to Buyer is subject to the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), the CISG will apply provided however these Terms and Conditions of Sale will prevail over any conflicting provisions of the CISG. In the event the CISG does not apply, the contract for the sale and purchase of Seller's product shall be construed under and governed by the law of the State of California.

COMPLETE AGREEMENT: These General Conditions of Sale contain the complete, final and only agreement between Buyer and Seller. Any prior or contemporaneous agreements, understandings and representations, whether oral or written, are merged herein. These General Conditions of Sale shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to this agreement contract will be binding upon Seller unless in writing and signed by an authorized representative or Seller.

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