

Standard Terms and Conditions of Sale

GENERAL: These Standard Terms and Conditions of Sale (the "Terms") govern all sales of products (the "Products") by R.I.T.A. Corporation ("Seller") to buyer ("Buyer") regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders, and supersede all prior or contemporaneous oral or written agreements, proposals, and discussions among the parties with respect to the same. All purchase orders, whether or not based upon Seller's quotation, are subject to acceptance by Seller only at its general offices in Crystal Lake, Illinois. All purchases by Buyer, or any agent thereof, and all sales by Seller are expressly limited to and conditioned upon Buyer's assent to these Terms. Buyer agrees that any order for, acceptance of, or payment for Seller's Products shall conclusively be deemed to constitute Buyer's acceptance of these Terms. Buyer agrees that all Buyer requests for quotation, purchase orders, requests for shipment and all other Buyer terms, documents, or oral statements, and all prior performance, courses of dealing, and industry practice are excluded and shall not apply to the purchase of any Seller Products or be used to waive, modify, vary, explain, or supplement all or any part of these Terms and are hereby objected to and rejected by Seller. To the extent there is a conflict between these Terms and the written or typed terms and conditions attached, affixed, or incorporated by reference hereto or herein, these Terms shall prevail except to the extent expressly assented to in writing and signed by Seller.

PRICE AND PAYMENT TERMS: Prices are subject to change at any time, except with respect to orders which have been accepted by Seller and outstanding quoted prices which shall be valid for the longer of ten (10) days or the period specified in Seller's quote. All prices are based on the quantity indicated in Seller's quote and/or Seller's written sales order confirmation. Any notice or instruction from Buyer requesting a change in the quantity, specifications, or other terms will not be effective unless accepted in writing by Seller. Payment terms for all Products shall be specified on the front of Seller's written sales order confirmation. If not specified therein, standard payment terms are net 30 days. Buyer agrees to pay late charges of one and one-half percent (1 ½%) per month on any unpaid balances more than five (5) days overdue and to reimburse Seller for all costs and expenses, including reasonable attorneys' and paralegal fees, and court costs, incurred in collecting any overdue amounts.

CREDIT: If at any time Seller deems Buyer's credit unsatisfactory or in any way impaired, Seller reserves the right, among other remedies, to terminate or suspend supplying Products to Buyer and/or require payment by cash in advance or payment by an irrevocable letter of credit. No representation or guarantee is made of any particular credit arrangement under these Terms.

TAXES: Unless otherwise agreed to in writing by Seller, all prices are exclusive of all duties, and all federal, state and local taxes. Buyer shall pay any sales, use, value added, excise, gross receipt, gross income, business, occupation or other present or future taxes, duties or assessments of a governmental authority on the sale, purchase, delivery, transport, use or storage of, or otherwise in connection with, Products sold by Seller to Buyer. Buyer agrees to indemnify and hold Seller harmless from any liability for tax in connection with Products sold hereunder, as well as the collection or withholding thereof, including penalties and interest thereon.

TIME FOR DELIVERY: All shipping and delivery dates or schedules provided by Seller are approximate projections only. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ANY DELAY IN DELIVERY OF PRODUCTS SOLD HEREUNDER.

SHIPMENTS: Shipping terms are specified on the front of Seller's written sales order confirmation. If not specified therein, shipments will be made F.O.B. Seller's facility. At Seller's option, Seller may ship some or all of the Products sold hereunder from different facilities than indicated on Seller's written sales order confirmation. Seller reserves the right, upon prior written notice to Buyer, to ship Products prior to the scheduled shipping date and to ship to and invoice Buyer for a quantity of Products, which may vary up to ten percent (10%) over or under the quantity required by Buyer, and Buyer shall accept delivery and pay for such revised quantity.

RISK OF LOSS AND TITLE: Risk of damage to or loss of the Products sold pursuant to these Terms and all liabilities attendant thereto shall pass to Buyer upon Seller's delivery to carrier at the shipping point. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Terms, legal and beneficial title of the Products shall not pass to Buyer until Seller has received payment in full of the price of the Products. All claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier, and Seller shall have no responsibility or obligations with respect to any damage, loss or delay. If Seller arranges transportation for Buyer, such arrangements shall be at Buyer's sole risk and expense, and transfer of title and risk of loss as specified above shall not be affected. Buyer shall pay any increase in transportation costs that are charged to Seller subsequent to its invoice to Buyer, including any fuel surcharges.

INSPECTION AND NOTIFICATION: Acceptance of any shipment of Products shall be presumed conclusively to have occurred ten (10) days following delivery of Products to Buyer, unless Buyer has accepted the Products prior to that date. Buyer shall inspect the Products upon receipt and report to Seller promptly any alleged error, shortage, defect, or nonconformity of such Products. Buyer waives any claim or right to revoke acceptance if Buyer fails to so inspect and report promptly.

TRANSPORTATION: All Products will be packed for shipment in accordance with Seller's standard practices. If Seller ships products in returnable containers or equipment, Buyer will promptly unload and return such containers and equipment in the same condition as delivered (normal wear and tear excepted) and within the tariff or contracted period free of demurrage or extra detention charges. All applicable demurrage or extra detention charges on such containers or equipment shall be for Buyer's account. Buyer is responsible to inspect such containers and equipment for damage caused by the carrier and to promptly notify carrier and Seller of any damages found. During periods where Seller's containers or equipment are in the possession of Buyer, Buyer is responsible for same and shall be liable to Seller for any and all damage to or destruction thereof, which is directly attributable to Buyer.

LIMITED WARRANTY: Seller warrants that at the time of shipment the Products shall materially conform to Seller's standard specifications for such Products or to such other specifications expressly agreed to in writing and signed by Buyer and Seller, and the Products shall be delivered free from any lawful security interest, lien or other encumbrance. This limited warranty extends only to Buyer and to no other person. This limited warranty does not cover and excludes, without limitation: (i) any failure, losses, damages, deficiencies, costs or expenses arising or relating to any misuse (including use with incompatible materials, abnormal conditions of use, and use for purposes not intended for the Products), accident, abuse or neglect, normal wear and tear, improper storage, handling, maintenance or application of the Products or other materials or items used with the Products; and any similar acts, events or circumstances; (ii) Products made with materials supplied by Buyer or manufactured to Buyer's specification; (iii) Products which have been altered, repaired, or modified by anyone other than Seller; (iv) Products for which Buyer has not paid in full; and (v) Products which are sold as obsolete, off-spec, seconds or substandard. Seller offers no warranty for products manufactured or supplied by third parties. To the extent permitted, Seller shall pass through the terms of any warranty provided by the applicable third party manufacturer, if any. **THE FORGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO PRODUCTS SOLD BY SELLER. SELLER MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY; ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE; ANY IMPLIED WARRANTY ARISING FROM ANY USE OF ANY PRODUCTS, OR SELLER'S AND/OR BUYER'S CONDUCT IN RELATION TO THE PRODUCTS WHETHER OR NOT THE PURPOSE OR USE OF THE PRODUCTS HAS BEEN DISCLOSED TO SELLER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED, AND ALL REPRESENTATIONS, GUARANTEES, INSTRUCTIONS, PROMISES, DESCRIPTIONS AND SAMPLES FROM SELLER PERTAINING TO QUALITY OF THE PRODUCTS, CONDITION, CHARACTERISTICS, PERFORMANCE OR OTHER MATTERS, AND ALL WARRANTIES OF SELLER WITH RESPECT TO ANY PATENT INFRINGEMENT INVOLVING THE PRODUCTS SOLD HEREUNDER ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.**

LIMITATION OF SELLER'S LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM OR RELATED TO ANY INJURY TO PERSONS; LOSS OF VALUE OR USE; LOSS OF ANTICIPATED REVENUE OR PROFIT; DAMAGE TO OR LOSS OF OTHER PROPERTY; OR COST OF SUBSTITUTE SUPPLIES. Seller's liability and Buyer's exclusive remedy for any cause of action arising in

connection with these Terms or the sale or use of the Products, whether based upon negligence, strict liability, breach of warranty, breach of contract, or equitable principles, is expressly limited to, at Seller's option, replacement of, or repayment of the purchase price for the portion of, the Products with respect to which damages are established. All claims of any kind arising in connection with these Terms or the sale or use of the Products shall be deemed waived unless made conspicuously and expressly in writing within thirty (30) days from the date of Seller's delivery, or the date fixed for delivery in the event of non-delivery. Any claim shall be subject to Seller being provided a reasonable opportunity to investigate the Products subject to any claim. In addition, Seller's maximum liability to Buyer pursuant to these Terms, regardless of the theory on which any claim is based, shall not exceed the aggregate amount of the total purchase price of the Products sold pursuant to these Terms.

INDEMNITY: Buyer assumes all risks and liabilities arising from the use, misuse or disposition of the Products or the use of the Products in combination with other materials, including, but not limited to liability for any environmental damage and liability associated with employee or consumer health and safety. Buyer shall indemnify, defend and hold Seller and its affiliates, including their respective officers and employees, harmless from and against any and all claims, losses, liabilities, damages or expenses (including reasonable attorneys' and paralegal fees and expenses) of any kind or nature, which shall directly or indirectly arise from or relate to any such claim, loss, liability, damage or expense, including, but not limited to, any personal injury (including death) or property damage, which may directly or indirectly be caused by or result from the handling, storage, sale, delivery, application, use, or disposition of the Products.

PATENT INFRINGEMENT: Buyer shall permit Seller to manage and defend all aspects of any claim, suit or action against Buyer for actual or alleged infringement of any United States patent covering any Products sold by Seller to Buyer pursuant to these Terms. Buyer shall promptly notify Seller of any such claim, suit or action. Notwithstanding the foregoing, for all Products made to Buyer's specifications, Buyer warrants to Seller that there is no patent covering such Products or that Buyer has a right to have the Products made under an existing patent. Seller shall not be liable to Buyer for any claim, suit or action against Buyer for actual or alleged infringement covering any Products sold by Seller and made to Buyer's specifications. Buyer shall assume full responsibility for, and the expense of defense, settlement and payment of all patent infringement claims, suits or actions against Seller on account of any Product sold by Seller and made to Buyer's specifications. Seller shall promptly notify Buyer of any such claim, suit or action. Buyer assumes all responsibility for, and Seller shall not be liable for, use of any Products either alone or in combination with any other products or in the operation of any process, and for the use of any design, trademark, service mark, trade name, or part thereof appearing on the Products at Buyer's request.

FORCE MAJEURE: Seller's performance under any purchase order accepted pursuant to these Terms shall be excused in the event of fire, explosion, flood, severe weather, accident, strike, governmental act, embargo, shortages of raw materials or fuel, labor trouble, commercial impracticability, computer system failure, war or military action, riot, civil disturbance or any other event beyond the control of Seller or which materially affects the economic basis of the bargain ("Force Majeure"). Seller's performance in the event of a Force Majeure shall be excused for so long as the cause continues, without liability. If the Force Majeure shall continue unabated for thirty (30) consecutive days, Seller may, at its option, cancel any purchase order so affected without liability.

COMPLIANCE WITH LAWS: Buyer represents and warrants that it has complied and agrees that it will comply with all applicable laws and regulations pertaining to the Products including, without limitation, laws and regulations pertaining to transportation, storage, use, resale, export, and import of the Products. Buyer shall at all times comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and shall establish, institute and maintain policies and procedures to ensure that no agent, employee or affiliate of Buyer takes any action, directly or indirectly, that would result in a violation by such persons of the FCPA, or any other law, rule or regulation of similar purpose and scope. Buyer expressly acknowledges and agrees not to export, re-export, distribute, or supply any product, component, and/or part to any person, entity, or destination prohibited under United States law from receiving same, without obtaining prior, written authorization from Seller and the applicable U.S. Government agency. Seller reserves the right to suspend or cancel delivery of Products, without liability to Seller, if Seller has a good faith basis for believing Buyer has violated or intends to violate this paragraph.

TECHNICAL INFORMATION; HAZARDS AND PRECAUTIONARY PROCEDURES: At Buyer's request, Seller may, at Seller's option, furnish certain technical information or assistance regarding the Products. Any technical information or assistance Seller provides, including suggested formulations and recommendations, is given and accepted at Buyer's risk and is not a warranty or a specification. Buyer agrees that Buyer is responsible to test Seller's Products to determine their suitability for Buyer's intended uses and applications. Seller shall have no liability arising from such technical information or assistance or from the results of Buyer's use or non-use thereof. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products (including but not limited to instructions, information, warnings and, if applicable Safety Data Sheets) and agrees to familiarize itself with all information and precautions and, in a timely manner, forward such information to its employees, agents, contractors, customers and others who will purchase, handle, use, process, sell, or be exposed to such Products. Buyer hereby assumes complete responsibility for: (i) having qualified personnel with requisite skills, training and experience to sell, select, use, handle, and/or dispose of the Products; (ii) determining the suitability of the Products for the use intended by Buyer or Buyer's customer; and (iii) identifying, issuing and following all required instructions, labeling requirements and warnings concerning the sale, use, transportation, processing, and/or disposal of Products. Nothing contained in these Terms shall be construed to void or diminish any warnings, notices, instructions, or other information provided by Seller or its representatives or agents pertaining to Product characteristics or the safe or appropriate use, handling, storage, transport or disposal of Products.

CANCELLATIONS/RETURNS: Products may not be cancelled or returned by Buyer without first securing written authorization from Seller and/or a return goods authorization number. Cancelled and/or returned Products are subject to a minimum 25% restocking fee of the invoiced value of the Products being cancelled and/or returned and must be returned to Seller, freight prepaid, at Buyer's risk of loss or damage. This cancellation and return policy only applies to Products which are in a unused, re-salable condition and does not apply to (i) Products which have been discontinued; (ii) Products which are customized; (iii) temperature controlled Products, (v) Products which are outdated, shelf-worn, used or defaced; (vi) reagents, diagnostics, sterile, chemicals, or medical Products; (vii) Products which are expired or with an expiration date too short for re-sale.

GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE: These Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of the State of Illinois, U.S.A. without reference to its conflict of laws principles, and the parties hereto hereby irrevocably consent to the exclusive jurisdiction of the state and/or federal courts located in Cook County or Lake County, Illinois. **THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS EXPRESSLY SHALL NOT APPLY IN ANY MANNER TO THESE TERMS OR THE TRANSACTION BETWEEN BUYER AND SELLER.**

WAIVER AND SEVERABILITY: The rights of Seller specified herein are cumulative and in addition to the rights available to Seller at law or in equity. No delay or failure by Seller to exercise any right or remedy shall impair any such rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy. If any provision of these Terms is held invalid, such invalidity shall not affect other provisions or application of these Terms which can be given effect without the invalid provision or application, and to this end the provisions of these Terms are declared severable.

ASSIGNMENT: Buyer shall not assign, transfer, convey or delegate its respective rights, obligations and duties under these Terms without the prior written consent of Seller and any such purported assignment, transfer, conveyance or delegation shall be null, void and of no force and effect.

MISCELLANEOUS: Section headings herein are for convenience only and shall not be used in defining or construing any terms and conditions set forth herein. Unless the context indicates otherwise, singular words shall include the plural and vice versa; words importing person shall include firms, associations, partnerships and corporations, including public bodies and governmental entities, as well as natural persons; the masculine shall be deemed to include the feminine and vice versa. In no event shall the parties to these Terms or the transactions contemplated hereunder constitute a partnership or joint venture between Buyer and Seller with respect to the subject matter hereof, and neither party shall owe the other party any fiduciary duty or obligation hereunder.