

**Holland Scientific, Inc.**  
**6001 South 58<sup>th</sup> Street**  
**Suite D**  
**Lincoln, NE 68516**  
**USA**  
**Tel/Fax: 1 (402) 488-1226**

**Purchase Order / Request for Quote**  
**Standard Terms and Conditions**

The following terms and conditions govern the order of product and request for a quote from Holland Scientific, Inc. ("Holland Scientific") from a customer or potential customer ("Customer").

1. **ACKNOWLEDGMENT AND ACCEPTANCE.** Please read the following terms and conditions carefully. By completing an order form or requesting a quote from Holland Scientific, Customer hereby agrees to all of the terms and conditions set forth herein, including all warranty disclaimers and limitations of liability. A REQUEST FOR QUOTE, ACCEPTANCE OF PURCHASE ORDER, SHIPMENT OF PRODUCT OR COMMENCEMENT OF SERVICE SHALL BE DEEMED AGREEMENT TO THESE TERMS AND CONDITIONS. NO DOCUMENT ISSUED BY CUSTOMER ATTEMPTING TO NEGATE OR OTHERWISE MODIFY THE TERMS HEREOF, INCLUDING ANY PURCHASE ORDER OR REQUEST FOR QUOTE, SHALL BE BINDING UPON HOLLAND SCIENTIFIC, AND INSTEAD THE FOREGOING TERMS AND CONDITIONS SHALL EXCLUSIVELY GOVERN THE PROVISION OF PRODUCTS AND SERVICES TO CUSTOMER BY HOLLAND SCIENTIFIC.

2. **SHIPMENT AND DELIVERY.** Holland Scientific shall prepare and pack for shipment products in accordance with good commercial practices. Unless specifically stated otherwise in the purchase order, Holland Scientific will deliver the products to the carrier freight prepaid and adequately insured to cover normal transportation risks and products replacement for carrier transport to the final delivery location designated by Customer in its purchase order. All costs of handling, carriage, shipment, freight, insurance, taxes duty and other related transport charges in connection with the delivery of the products will be added to the amount payable by Customer, or at Customer's option, charged to Customer's account with carrier. Passage of title to the products occurs upon the delivery of the products to the carrier.

3. **WARRANTY; DISCLAIMER OF WARRANTIES.** Holland Scientific warrants the products to be free from all defects in design, materials and workmanship for a period of one (1) year from the date of the purchase order. WITH THE EXCEPTION OF THE FOREGOING WARRANTY, HOLLAND SCIENTIFIC MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO HOLLAND SCIENTIFIC'S PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A PATENT, TRADEMARK, DESIGN OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES OF ANY OTHER PARTY.

4. **LIMITATION OF LIABILITY.** HOLLAND SCIENTIFIC SHALL HAVE NO LIABILITY FOR (I) FAILURE TO DELIVER PRODUCTS WITHIN A SPECIFIED TIME PERIOD, (II) AVAILABILITY AND/OR DELAYS IN DELIVERY OF PRODUCTS, (III) DISCONTINUATION OR OBSOLESCENCE OF PRODUCTS, PRODUCT LINES, OR ANY PART THEREOF; OR (IV) CANCELLATION OF ANY PURCHASE ORDERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HOLLAND SCIENTIFIC SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS CUSTOMER, ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS FROM AND AGAINST ANY CLAIM, DEMAND OR CAUSE OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY CUSTOMER, ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS IN CONNECTION WITH, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY OR VIOLATION OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY BELONGING TO A THIRD PARTY BY THE PRODUCTS. CUSTOMER'S, ITS AFFILIATES' AND THEIR RESPECTIVE CUSTOMERS' SOLE AND EXCLUSIVE REMEDY RELATING TO THE PRODUCTS AND SERVICES PROVIDED BY HOLLAND SCIENTIFIC SHALL BE THE REMEDY, IF ANY, AFFORDED BY HOLLAND SCIENTIFIC OF SUCH PRODUCTS AND SERVICES TO SUCH PARTIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. THE ONLY LIABILITY HOLLAND SCIENTIFIC WILL HAVE WITH RESPECT TO ANY DAMAGED PRODUCTS, DEFECTIVE PRODUCTS, AND/OR PRODUCTS ERRONEOUSLY SHIPPED WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. IN NO EVENT WILL HOLLAND SCIENTIFIC'S ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY,

INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS THAT GIVE RISE TO THE DISPUTE, OR ANY DEFECTIVE PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT. THIS PROVISION SHALL SURVIVE THIS TRANSACTION.

5. **CONFIDENTIALITY**. Customer, its employees, agents and representatives shall consider any nonpublic information provided by Holland Scientific regarding certain business and/or technical information as proprietary or confidential (the "**Confidential Information**"). Customer shall treat as strictly confidential all Confidential Information and shall not use such Confidential Information without Holland Scientific's express written consent. The foregoing provision shall be subject to the terms of any other written agreement executed by the parties specifically relating to confidentiality, non-disclosure and/or publicity.

6. **RETURNS**.

a. Promptly upon receipt of a shipment of products, Customer shall inspect the shipment for shortages, defects, damage or nonconformance with purchase order specifications. Under-delivery of the products shall not give Customer any right to reject the products delivered or to claim damages, and Customer shall be obligated to accept and pay the contract rate for the quantity of product delivered. Within ten (10) days of receipt of the shipment, Customer shall notify Holland Scientific in writing of any shortages, defects, damage or nonconformance that Customer claims existed at the time of delivery. Holland Scientific will replace the missing or nonconforming products with conforming products within ten (10) business days of receipt of such notice. If no rejection notice is received, Customer will be deemed to have accepted the all products in shipment.

b. Returned products must be in original Holland Scientific's shipping cartons or equivalent. Products are returnable only as provided herein. Products otherwise shall be non-returnable and the prices shall be non-refundable. Customer may only return erroneously shipped products or products that were damaged prior to shipment by Holland Scientific. Products damaged after shipment by Holland Scientific may only be returned upon prior written approval by Holland Scientific, which may be withheld in Holland Scientific's sole discretion. Any claims for damage to products after shipment by Holland Scientific shall be made by Customer against the carrier and/or insurer of such products. In order to be eligible to receive credit for returned products, Customer must adhere to Holland Scientific's then-current returns processing guidelines. Holland Scientific reserves the right to charge a restocking fee for handling product that is erroneously returned. Holland Scientific's sole liability for any returned products will be acceptance of their return and issuance of credits pursuant to Holland Scientific's then-current returns processing guidelines. If Customer desires to return any products, Customer must initiate a new purchase order for the replacement products. All products erroneously shipped by Holland Scientific must be returned with the original packaging intact and otherwise in unused, resalable condition.

7. **TAXES**. Customer shall bear all applicable national, federal, state, municipal, and other government taxes (such as sales, use, etc.) and duties in connection with the purchase of any products pursuant to an executed purchase order, including, without limitation, any Value-Added Tax (VAT) and/or Goods and Services Tax (GST). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Holland Scientific prior to shipment. If taxes are not included in the invoice for the products, it may be invoiced separately later.

8. **INDEMNITY**. Customer agrees to defend, indemnify and hold harmless Holland Scientific, its affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, losses, actions, liabilities, costs or damages of any kind (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) incurred or sustained as a result of, or consistent with, instructions provided by Customer to Holland Scientific regarding the products and any breach of these terms and conditions.

9. **SEVERABILITY**. If any of the provisions of these terms and conditions shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect to the fullest extent of the law.

10. **SUCCESSORS AND ASSIGNS**. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

11. **WAIVER**. The failure of any party to seek redress for violation of or to insist upon the strict performance of any term or condition shall in no way be considered a waiver of such term or condition or any rights thereunder or in any way affect the party's right to later enforce or exercise the same or other provisions or rights granted hereunder.

12. **SURVIVAL**. The provisions of Sections 3, 4, 5, 6, 7 and 8 of these terms and conditions shall survive the completion and payment for the products and services provided hereunder.

13. **GOVERNING LAW**. The terms and conditions hereunder shall be governed by the laws of the State of Nebraska, without giving effect to its principles of conflicts of law, and the parties hereby irrevocably commit to the jurisdiction and venue of the courts of Nebraska to adjudicate any dispute arising hereunder or relating hereto.

14. **ENTIRE AGREEMENT.** Absent any other written purchase agreement executed between the parties, these terms and conditions form the primary agreement between Holland Scientific and Customer applicable to Holland Scientific's products and services. These terms and conditions may not be amended or supplemented by Customer without Holland Scientific's prior written consent.