



# LAMPIRE BIOLOGICAL LABORATORIES

P.O. BOX 270 • PIPERSVILLE, PA 18947 • TEL: 215-795-2838 • FAX: 215-795-0237

## **GENERAL TERMS AND CONDITIONS OF SALE**

1. It is agreed that the goods and services ordered herein shall comply with all laws, regulations, codes and governmental standards relating thereto.
2. Either Lampire or Purchaser shall be excused from nonperformance or delay in performance to the extent that such nonperformance or delay in performance is caused by circumstances beyond the control of the affected Party. Without limitation, the term "Force Majeure" shall include promulgation of United States' governmental regulations under the Federal Food, Drug and Cosmetic Act ("FDA") and/or the United States Department of Agriculture ("USDA") which may affect Lampire's rendering of services herein.
3. The prices stated in any given Purchase Order shall be in effect only for that specific Purchase Order. Lampire shall be permitted to raise prices on any material or service ordered by Purchaser at any time and for any reason. Terms of sale shall be net thirty (30) days, FOB point of origin, freight, box and refrigerant charges prepaid and added to Purchaser's invoice. Alternatively, Purchaser may furnish Lampire with an account number of a preferred shipper and all freight, box and refrigerant charges shall be billed to said account.
4. Lampire shall exercise its best efforts to meet or exceed delivery dates as specified herein.
5. Lampire warrants that all goods and services furnished under this order will be new, free from defects and conform to specifications furnished by Lampire. In the event that Purchaser requests custom antibody services from Lampire, Lampire warrants that it shall perform such services per directions supplied by Purchaser but does not warrant that any antibody(ies) so generated will be merchantable or fit for any particular purpose. EXCEPT AS EXPRESSED HEREIN, LAMPIRE MAKES NO WARRANTIES EXPRESSED OR IMPLIED CONCERNING EITHER THE GOODS OR SERVICES TO BE SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITATION, LAMPIRE EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT OR ANY OTHER PROPRIETARY RIGHTS OF ANY AND ALL THIRD PARTIES.
6. The Purchaser shall have a period of ten (10) days from the date of receipt of goods or services hereunder within which to test and use such goods and/or services before Purchaser shall be deemed to have accepted any such goods and/or services or be requested to pay for same.
7. Goods and/or services rejected by Purchaser shall, within thirty (30) days of any such rejection, be replaced by Lampire at Lampire's sole expense. Lampire's sole liability in the event of any such rejection shall be replacement of any such rejected goods and/or services or, at Purchaser's option, refund of Purchaser's purchase price.
8. Under no circumstances shall Lampire be responsible for any claims of indirect, incidental, punitive, reliance, special or consequential damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind.
9. No changes in any specifications relating to this contract shall be binding on either Party without mutual confirmation and acceptance in writing.
10. This contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided that neither Party hereto may assign or otherwise transfer any of its rights, duties or obligations under this contract without the prior written consent of the other Party, which shall not be unreasonably withheld by either Party.
11. This contract constitutes the entire agreement between the Parties and supersedes all prior proposals, communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. Neither Party shall be bound by any addition, variation or correction unless any such addition, variation or correction is in writing, duly authorized by both Parties.
12. This contract and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder, shall be construed and governed pursuant to the laws of the Commonwealth of Pennsylvania without regard to the principles of conflicts of law.