

## Neoconix Inc.

### TERMS AND CONDITIONS OF SALE

The goods and services specified on the attached document ("Products") offered by Neoconix Inc. ("Company") are subject to Customer's consent to the Terms and Conditions of Sale below. Any additional or different terms, including but not limited to those on Customer's purchase order, are hereby rejected by Company.

#### PRICES

(a) Prices shown on the attached document are in US dollars, include packaging for domestic shipment, and are exclusive of any other amounts including without limitation fees for export, special packaging, transportation and insurance.

(b) Prices do not include any taxes, customs duties or tariffs. When Company has the legal obligation to pay or collect any such taxes, the appropriate amount shall be paid by Customer. If Customer is exempt from any such taxes, Customer must provide Company with a valid exemption.

#### PAYMENT

(a) Company will invoice Customer for each shipment. The amount invoiced will include the price of the Products plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Customer's purchase order are not shipped at the same time, Company will invoice Customer at the time of shipment for the products that are shipped.

(b) Provided Customer has an approved credit application, payments, in US dollars, are due 30 days after the date of invoice. Any unpaid due amounts will be subject to interest at 1.5% per month, or, if less, the maximum rate allowed by law.

(c) For Products that are to be exported, payment must be by a confirmed, irrevocable letter of credit, sufficient to cover the full amount of the invoice, and shall be made against Company's invoice upon presentation of Company's shipping documents.

#### DELIVERY

(a) Shipment dates provided to Customer are estimates only. Customer acknowledges that such dates may change due to unpredictable market trends. Company assumes no liability for loss, damage, or consequential damages due to delays for any reason.

(b) Products shall be packed for shipment in Company's standard shipping cartons, marked for shipment to the destination specified in Customer's purchase order, and made available for pickup by the carrier at Company's shipping location, at which time risk of loss shall pass to Customer.

(c) Customer shall pay all freight, insurance, and other shipping expenses, as well as expenses for any special packing.

(d) Company retains title to all Products until Company receives full payment.

(e) Unless earlier formally rejected or accepted, the Product shall be deemed by the parties to be accepted thirty (30) days after delivery to Customer.

#### CHANGES AND CANCELLATIONS

(a) Customer may reschedule or cancel purchase orders for standard Products (but not for services) upon 30 days written notice. Customer may reschedule or cancel purchase orders for non-standard Products, or for services, only if Customer gives written notice longer than the applicable lead-time. Company shall be entitled to be paid cancellation and/or rescheduling charges, as reasonable determined by Company.

(b) Company may, from time to time in its sole discretion: (i) discontinue or limit its production of any Product; (ii) allocate, terminate or limit deliveries of any product in time of shortage; and (iii) modify the design of, specifications for, or construction of any Product, provided the modification has equivalent form, fit and function.

(c) All shipments and charges set forth on any invoice will be deemed correct unless Company receives from Customer, no later than fifteen (15) days after the date of shipment, a written notice specifying the shipment, the purchase order number, and the exact nature of the non-conformity.

#### WARRANTY

(a) Company warrants to Customer that each Product, as delivered, will be free from defects in materials and workmanship for a period of one (1)

year from the date such product is shipped to Customer ("Warranty Period"). Company's sole liability and Customer's exclusive remedy for products that fail to conform to this Company product limited warranty ("Nonconforming Products") is limited to repair or replacement of such Nonconforming Products, at Company's sole option and election. The warranty for the repaired or replaced Product is limited to the scope and duration of the original warranty for the Nonconforming Product. This warranty is contingent upon proper use of the Product in the application for which it was intended and does not apply to any Product that is subjected to unusual physical or electrical stress, misuse, neglect, improper testing or storage, or unauthorized repair.

(b) The above warranty is for Customer's benefit only, and is non-transferable. OTHER THAN AS EXPRESSLY SET FORTH IN SECTION (a) ABOVE, COMPANY MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) Return of defective Products must be made according to Company's then-current return and RMA policies.

(d) Customer shall indemnify, defend and hold harmless Company for any costs, expenses, damages, or other losses arising out of (i) any warranty greater scope or duration than that set forth in this Company Product Limited Warranty; (ii) failure to disclaim implied warranties and limit remedies and liabilities, by and on behalf of Company.

#### LIMITATION OF LIABILITY

COMPANY'S LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO ANY PRODUCTS SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO COMPANY FOR SUCH PRODUCTS. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST USE, PROFITS, REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### GENERAL

(a) All designs, data, drawings, software, or other technical information supplied by Company to Customer in connection with this sale shall remain Company's sole property.

(b) Company will be excused from any obligation to the extent performance thereof is rendered impossible by acts of God, fire, flood, riots, material shortages, strikes, governmental acts, disasters, earthquakes, inability to obtain labor or materials through its regular sources, or any other reason beyond the reasonable control of Company.

(c) None of the Products or underlying information or technology may be exported or re-exported, directly or indirectly, contrary to US law or US Government export controls.

(d) Company's failure to insist, in any one or more instances, upon the performance of any term or terms of this Contract shall not be construed as a waiver or relinquishment of Company's right to such performance or to future performance of such a term or terms, and Customer's obligation in respect thereto shall continue in full force.

(e) THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. The federal and state courts within the State of California, Santa Clara County, will have exclusive jurisdiction to adjudicate any dispute arising out of these Terms and Conditions of Sale.