

## **INDOOR BIOTECHNOLOGIES, INC. DBA InBio - TERMS AND CONDITIONS OF SALE**

INDOOR BIOTECHNOLOGIES, INC. DBA InBio is herein referred to as the "Seller" and the customer or person or entity purchasing goods ("Goods") from Seller is referred to as the "Buyer."

1. **Limitations on Export and Re-Sale.** GOODS ARE SUPPLIED FOR BUYER'S USE ONLY AND MAY NOT, WITHOUT SELLER'S EXPRESS WRITTEN AUTHORIZATION, (I) BE DISTRIBUTED TO ANY THIRD PARTIES, (II) BE RE-SOLD TO ANY THIRD PARTIES, OR (III) BE EXPORTED OUTSIDE OF THE COUNTRY TO WHICH SUCH GOODS ARE SHIPPED BY SELLER (THE "COUNTRY"), WHETHER OR NOT FOR ULTIMATE USE BY BUYER OR ANY AFFILIATE OF BUYER. The Buyer shall not, directly or indirectly, market, promote, distribute, service, transport or sell any Goods outside the Country or sell any Goods to any party whom it knows or has reason to believe are transporting or selling or will transport or sell Goods, directly or indirectly, outside the Country or for use outside the Country. Seller may suspend shipment of Goods at any time to any party that it reasonably believes to be in violation of this Paragraph 1.

2. **Orders Subject to Acceptance.** All orders or contracts are subject to acceptance by Seller and are not binding on Seller unless or until so accepted. Acceptance of all orders is subject to availability. Seller reserves the right in its sole discretion to refuse orders.

3. **Pricing.** Prices are subject to change without notice. Please check our website for latest pricing. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer and shall be Buyer's sole responsibility. The foregoing notwithstanding, Seller reserves the right, in its sole discretion, to add any applicable state or local taxes, customs duties, excise taxes and any transportation and insurance charges to the Buyer's invoice.

4. **Terms of Payment.** Payment terms are net 30 days of the invoice date. Seller accepts VISA, MasterCard and Diner's Club. A finance charge of 1.5% on any delinquent balance will be assessed monthly until paid in full. Seller shall have the right, among other remedies, either to terminate or to suspend further performance under this and/or other open purchase orders with Buyer in the event Buyer fails to make any payment when due, which other purchase orders Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility or condition become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller and authorizes Seller to prepare and file such instruments as Seller requests or requires to protect and perfect such security interest.

5. **Shipment and Delivery.** Seller shall have the right to select the carrier unless the carrier is designated by Buyer. Orders are usually shipped within 1-2 days by Federal Express Standard Overnight, except that Rapid Test Kits are usually shipped by Federal Express Ground. All shipments are F.O.B. Indoor Biotechnologies Inc., Charlottesville, Virginia. A shipping/handling charge is prepaid and added to U.S. invoices - additional shipping charges may apply and will be added to the invoice. While Seller will use reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. Risk of loss for damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

6. **Returns.** Please notify Seller immediately by phone, fax or e-mail if a shipment is incomplete or damaged and retain all shipping documents. If Seller has made an error, Seller will at its option either ship a replacement order at no charge or credit Buyer's account for the original order. Given the temperature-sensitive and strict handling/storage requirements of the Goods, the Seller cannot accept returns or exchanges once products have shipped. All sales are final. Please confirm all order details and product specifications before completing your purchase.

7. **Limited Warranty.** The Seller makes no warranty of any kind, express or implied, except that the Goods comply with Seller's standard product specifications as set forth in Seller's published specifications. Should any product fail to perform as described in Seller's published specifications, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace, or refund the purchase price for, that portion of the Goods found by Seller to be defective. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.** Seller is not responsible for misuse of the Goods by Buyer. Buyer must determine the suitability of the Goods for a particular application or use. The limited warranty set forth in this Paragraph 7 does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, repair, handling, maintenance or application or any other cause not the fault of Seller. This warranty shall not apply to and does not cover any Good: (1) which has been altered by parties other than Seller in any manner; (2) which has been subjected to improper handling, use, modification, or alteration; or (3) which has been subjected to misuse, negligence, abuse, accident or abnormal wear and tear. Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products.

8. **Compliance with Applicable Law.** Some of the Goods may be subject to regulation by federal, state, and/or local law. Buyer acknowledges that it shall be Buyer's sole responsibility to verify that its acceptance, possession, storage, intended use and disposal of the Goods complies with all such federal, state and local laws.

9. **Limitation of Remedy and Liability.** **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR PRODUCT REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER PARAGRAPH 7. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue and reputation, costs incurred, including without limitation, for capital and loss or damage to property or person. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

10. **Indemnification.** Buyer agrees to indemnify and hold Seller and its officers, agents, directors and employees harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Buyer's breach of these Terms and Conditions of Sale.

11. **Force Majeure.** Deliveries may be suspended in case of act of God, war, riots, fire, explosion, flood, strike, lock-out, injunction, inability to obtain raw materials, accident, breakage of machinery or apparatus, governmental action, national defense requirements, or other causes beyond control of Seller, preventing or delaying the completed manufacture or shipment of the Goods or pending total or partial suspension of the manufacture of material upon which the manufacture of the Goods is dependent.

12. **Technical Advice.** Seller, upon Buyer's request, may furnish technical advice regarding the use of the Goods sold hereunder, but it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible for liable for the advice or assistance given or the results thereof. Furthermore, Seller makes no warranty as to accuracy of this advice.

13. **Entire Agreement.** These Terms and Conditions of Sale constitute the entire contract of sale and purchase of the Goods named in the purchase order. No agreement or other understanding in any way modifying these Terms and Conditions of Sale, whether contained in Buyer's purchase order or otherwise, shall be binding upon Seller unless reduced to a writing signed by an authorized officer of the Seller. The Seller hereby gives notice of objection to any terms set forth in any other writing which are in addition to or different from the terms set forth in this quotation. No modification hereof shall be effected by the acknowledgement or acceptance of purchase order form stipulating conditions in addition to or inconsistent with these Terms and Conditions of Sale. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of these Terms and Conditions of Sale, including terms and conditions that are different from or additional to any terms and conditions of Buyer's purchase order, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.

14. **Waiver.** The failure of the Seller to insist, in any one instance or more, upon the performance of any of the covenants or conditions of these Terms and Conditions of Sale, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, rights or privileges, but the same shall continue and remain in full force and effect.

15. **Miscellaneous.** In any litigation arising from these Terms and Conditions of Sale or any purchase order for Goods, the parties agree as follows: (a) all questions with respect to the construction of the agreement between the parties and the rights or liabilities of the parties thereunder shall be determined in accordance with the laws of the Commonwealth of Virginia; (b) any action arising from or related to the agreement between the parties shall be brought in a court of competent jurisdiction in the Commonwealth of Virginia; (c) the parties waive their right to a trial by jury; and (d) the prevailing party in any such litigation shall be entitled to reimbursement of all of its costs including, without limitation, reasonable attorneys' fees.