

## BEACONMEDAES TERMS AND CONDITIONS OF SALE

### 1. GENERAL

As used herein, "BeaconMedaēs" means BeaconMedaēs LLC. "Purchaser" means the entity purchasing the Products or Services from BeaconMedaēs. "Products" as used herein includes any equipment, machine, part, accessory, system, item and/or service sold by BeaconMedaēs to Purchaser. "Services" as used herein includes any and all repairs, installations, start up, preventive maintenance, performance verification, calibration, training and/or other service performed offered or performed by BeaconMedaēs for Purchaser. All bids, quotations, acknowledgements, offers, and sales by Seller are subject to and expressly conditioned upon these Terms and Conditions of Sale. BeaconMedaēs' sale of any Products/Services is expressly conditioned on Purchaser's assent to these Terms and Conditions of Sale. Any acceptance of BeaconMedaēs' offer is expressly limited to acceptance of these Terms and Conditions of Sale. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms and Conditions of Sale are hereby expressly objected to and rejected. Where terms and conditions of sale between Purchaser and BeaconMedaēs are conflicting or inconsistent, BeaconMedaēs Terms and Conditions shall prevail.

### 2. PRICES AND TAXES

All prices shown are F.O.B. BeaconMedaēs's plant. Unless Purchaser instructs BeaconMedaēs otherwise, BeaconMedaēs will select a carrier and arrange shipment, and appropriate freight, packing and related charges will be added to the invoice. Except as expressly set forth on the face hereof, prices do not include customs duties or sales, use, excise or other taxes. All such taxes and all personal property taxes assessable on the Products after delivery to carrier shall be paid by the Purchaser.

### 3. TERMS AND METHOD OF PAYMENT

Payment is due by one of the following methods: (a) prepayment in advance of shipment (by wire transfer or means that will provide available funds prior to shipment); or (b) C.O.D. with payment in certified funds (C.O.D. terms are only available for shipments to points within the U. S.); or (c) by irrevocable letter of credit payable thirty (30) days after shipment by a bank acceptable to BeaconMedaēs (with all fees and charges to be paid by applicant). However, if open account credit is granted (which is subject to BeaconMedaēs' continuing approval), then payment shall be due and payable in full forty-five (45) days after invoice date. Service charges of 1-1/2% per month or, if less, the maximum permitted by applicable law may be charged on past due amounts. BeaconMedaēs hereby reserves a security interest in the Products sold hereunder and proceeds thereof to secure the purchase price of such Products.

### 4. DELIVERY AND RISK OF LOSS

Times between order and delivery of Products may vary. BeaconMedaēs shall not be responsible for any loss or liability suffered by Purchaser as a result of failure or delay in the delivery of Products. If BeaconMedaēs obtains insurance, BeaconMedaēs shall in its sole discretion determine the insurance carrier and the packaging for the Products. Risk of loss or damage to the Products shall pass to Purchaser on delivery by BeaconMedaēs to a common carrier for shipment. Purchaser shall reimburse BeaconMedaēs for any insurance obtained covering risks involved in transporting Products to Purchaser, but BeaconMedaēs is not required to obtain such insurance.

### 5. ACCEPTANCE

Purchaser shall inspect Products promptly upon receipt at the shipping destination and shall report shipping damage immediately to the shipping company and BeaconMedaēs. Purchaser may reject any Products which fails in any significant respect to meet BeaconMedaēs' specifications as set forth in BeaconMedaēs' most recent Product literature. Purchaser is deemed to have accepted the Products if Purchaser does not reject the non-conforming Products in writing to BeaconMedaēs and requesting an RMA within ten (10) days of Product delivery. Rejected Products shall be returned freight prepaid to BeaconMedaēs within ten (10) days of receiving BeaconMedaēs' approval to return the products. BeaconMedaēs shall, at its option and expense, either repair or replace properly rejected Products.

### 6. RMA – RETURN MATERIAL AUTHORIZATION

BeaconMedaēs will accept the return of Products delivered in error, and Purchaser will be credited or not charged for such Products. RMA requests shall be submitted to BeaconMedaēs within ten (10) days after delivery for non-conforming Products and within sixty (60) days for all other returns. RMAs and any applicable credit for properly returned Products will be issued by BeaconMedaēs at its sole discretion. An RMA will not be issued for a Product line item with a value less than \$100 or for products that are no longer sealed in their original packaging or damaged. If BeaconMedaēs accepts the return of a Product for credit, the Purchaser returning such Product agrees to pay a restocking fee of \$30 per Product type (part number) or twenty-five percent (25%) of the purchase price of the returned Product part number, whichever is greater. Products must be returned, freight prepaid, within ten (10) days of receiving an RMA. BeaconMedaēs shall, at its option and expense, either repair or replace properly rejected Products. BeaconMedaēs shall prepay transportation charges back to Purchaser and shall reimburse Purchaser for reasonable transportation costs incurred to return properly rejected Products to BeaconMedaēs. Otherwise, Purchaser shall pay transportation in both directions. Risk of loss or damage to Products shipped in accordance with this Section 6 shall be borne by the party shipping the Products.

### 7. WARRANTY

Warranty is detailed in the separate product literature, which is incorporated herein by reference.

### 8. LIMITATION OF LIABILITY

IN NO EVENT SHALL BEACONMEDAES BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR REPROCUREMENT COSTS, LOST PROFITS, LOSS OF USE, OR INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF BEACONMEDAES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, USE, LOSS OF USE, REPAIR OR PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING ALL ADDITIONS TO AND REPLACEMENTS OF THE PRODUCTS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. IN NO EVENT SHALL BEACONMEDAES' LIABILITY ARISING IN CONNECTION WITH ANY PRODUCT(S) OR SERVICE(S) SOLD OR TO BE SOLD HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT, OTHERWISE) EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER TO BEACONMEDAES FOR THE PRODUCTS OR SERVICES INVOLVED IN SUCH CLAIM. THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT LEGALLY BE PRECLUDED BY CONTRACT.

### 9. PATENT INDEMNITY

BeaconMedaēs shall defend or settle, at its own expense, any suit or proceeding against Purchaser in a United States court for direct infringement by the Products of any duly issued U.S. patent. BeaconMedaēs shall pay all damages and costs, not exceeding the total purchase price of such Products, finally awarded against Purchaser in any such suit or proceeding because of direct infringement. BeaconMedaēs' obligations under this section are conditioned on BeaconMedaēs receiving (a) prompt notice from Purchaser of commencement of any suit or proceeding or any claim of infringement, (b) copies of all written communications relating to such suit or proceeding or claim of infringement and (c) full assistance, information, cooperation and authority from Purchaser with respect to the defense or settlement of same. BeaconMedaēs shall not be bound by any settlement made without BeaconMedaēs' prior written consent. BeaconMedaēs shall have no obligations or liability pursuant to this section or otherwise in connection with any actual or alleged patent infringement based on (i) use of any Products in combination with any product, part or accessory not manufactured by BeaconMedaēs, (ii) use of any Product in a manner not recommended by BeaconMedaēs or for which it was not designed, (iii) any Product that has been altered or modified in any way by anyone other than an employee or agent of BeaconMedaēs, or (iv) any Product manufactured in accordance with specifications supplied by Purchaser or any party other than BeaconMedaēs. This section states BeaconMedaēs' sole and exclusive liability for any claim of any third party by way of infringement or the like.

### 10. PRODUCT MARKINGS

Purchaser shall not remove or alter any tags, labels or identifying markings placed by BeaconMedaēs on any Products or their packaging.

### 11. EXCUSABLE DELAYS

If the performance of any obligation, except for payment of monies due, is prevented, restricted or interfered with by reason of any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the party to whom performance is due, shall be excused from such performance to the extent of such prevention, restriction, or interference.

### 12. CANCELLATION/CHANGES

Any changes, deviations or request for cancellation required by the Purchaser as to any Products after BeaconMedaēs' acceptance of Purchaser's order must be approved in writing by BeaconMedaēs. If BeaconMedaēs approves such changes, deviations or cancellation, all expenses incurred up to the time of the approved change, deviation or cancellation will be paid by Purchaser.

### 13. MISCELLANEOUS

Purchaser's purchase orders and these Terms and Conditions of Sale shall be governed by the laws of the State of South Carolina (excluding laws governing choice of law). With respect to these Terms and Conditions of Sale, no representation, promise, waiver, amendment or modification shall be binding on either Purchaser or BeaconMedaēs, as a warranty or otherwise, unless it is in writing and signed on behalf of such party by a duly authorized representative.