

GENERAL TERMS AND CONDITIONS

1. General Provisions: In these General Terms and Conditions (the "Conditions") "we," "us," and "our" means Atom Sciences, Inc. and "you" and "your" mean the person, company or other legal entity that orders, buys or is furnished any goods or products that reference these Conditions or are shipped or delivered with these Conditions (the "Goods") from us and in each case their respective successors and/or assigns. We are making these Goods available to you subject to these Conditions. You will be deemed to have assented to these Conditions unless you return the goods to us within three days after your receipt of the Goods and this form. Any purchase order or document from you that contains provisions that are in addition to or inconsistent or conflict with any provisions of these Conditions are hereby rejected by us. Our failure to object to provisions contained in any purchase order or other form or document from you shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions. Unless expressly agreed upon by us in writing, no term or condition in any purchase order or other document shall vary, amend or in any way alter or change these Conditions.

2. Delivery: All sales are FOB at our place of business in Oak Ridge, TN. We reserve the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice. All shipments are insured at your expense and made at your risk and, if insured, are insured at your expense.

3. Inspection, Returns and Cancellation: Upon your receipt of goods shipped hereunder, you shall immediately inspect the goods and notify our Customer Services Department of any claims for shortages, defects or damages. If you fail to so notify us within three days after you received the goods, the goods shall be deemed to be conforming and to have been irrevocably accepted by you. Authorization for all product returns must be approved by our Customer Services Department and a return authorization number given to you prior to the return of any goods. We reserve the right, in our sole and absolute discretion, to deny authorization to return any goods. Items authorized for return must arrive at our facilities in a condition satisfactory for resale to be eligible for product credit. A restocking charge of 25% or \$25 (whichever is greater) shall be charged on returns that are not the result of any error or fault of ours. Shipping charges will not be credited. An order placed with and accepted by us can be cancelled only with our consent and upon terms that will indemnify us for loss.

4. Credit and Refunds: At our sole and absolute discretion, we may issue a product credit or refund for the product value and shipping charges, or we may apply the product value and shipping charges to a past due balance that is outstanding on the account.

5. Payments: All goods will be billed at the price in effect at the time shipment is made and terms of sale are net 30 days of date of invoice, in U.S. Dollars. If you default in making any payment to us when due, we, at our option and without prejudice to our other lawful remedies, may defer delivery or cancel any future delivery of goods. Any and all past due payments shall bear interest at a rate equal to the higher of ten percent of annum or the maximum rate permitted under applicable law.

6. Taxes and Other Charges: Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between us shall be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you shall reimburse us therefor or provide us at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing tax, fee or charge.

7. Warranty: We warrant to you, our direct customer, that our goods shall conform substantially to the description of such goods as provided in our catalogues and literature accompanying the goods until their respective expiration dates or, if no expiration date is provided, for six months from the date of your receipt of such goods. **THIS WARRANTY IS EXCLUSIVE, AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE.** Our warranty shall not be effective if we determine, in our sole and absolute discretion, that you have altered or misused the goods or have failed to use or store them in accordance with instructions furnished by us. Our sole and exclusive liability and your exclusive remedy with respect to goods proved to our satisfaction (applying analytical methods reasonably selected by us) to be defective or nonconforming shall be the replacement of such goods free of charge, upon the return of such goods in accordance with our instructions, although at our sole and absolute discretion we may provide a credit or refund in accordance with Section 4 above. **IN NO EVENT SHALL WE BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IF WE MANUFACTURE CUSTOM GOODS FOR YOU BASED ON INSTRUCTIONS, SPECIFICATIONS OR OTHER DIRECTIONS YOU PROVIDE TO US, WE SHALL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE OF QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS OR OTHER DIRECTIONS.** We shall not be liable for any loss, damage to penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control. Except as specifically set forth in this Section 7, we make no representation or warranty with respect to the goods. Any warranty made hereunder is nonassignable by you, and any attempted or purported assignment shall render any and all warranties made hereunder null, void and of no effect.

8. Authorized Uses:

8.1 The purchase or acceptance of goods only conveys to you the non-transferable right for only you to use the quantity of goods and components of goods purchased in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in our catalogues or on the label or other documentation accompanying the goods (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety).

8.2 The goods are intended for research use only and are not to be used for any other purpose including but not limited to, unauthorized commercial purpose, *in vitro* diagnostic purposes, *ex vivo* or *in vivo* therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals. You acknowledge that the goods have not been tested by or for us for safety or efficacy. Without limiting the foregoing restrictions, you represent and warrant to us that should you use or sell the goods for any use other than research, you shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchaser and/or users and be responsible for obtaining any required intellectual property rights.

8.3 You represent and warrant to us that you will properly test, use and, to the extent authorized by us, manufacture and market any goods purchased from us and any final articles made from them in accordance with the practices of a reasonable person who is an expert in the field, including, but not limited to, a technically qualified individual (40C.F.R. § 720.3(ee)), and in strict compliance with all applicable national, state, provincial, and local food, drug, device and cosmetic and other relevant laws and regulations, now and hereinafter enacted, and any final articles manufactured from the goods shall not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act and shall not be articles which may not, under Sections 404, 505, 512 of the Act, be introduced into interstate commerce.

8.4 You realize that, because our goods are intended solely for research purposes, they may not be on the Toxic Substance Control Act ("TSCA") inventory. You assume sole responsibility to ensure that the goods purchased from us are approved for use under TSCA, if applicable. Consistent with your agreement to comply with all TSCA R&D substance exemption requirements applicable to the purchase, you represent and warrant that you will comply with all requirements necessary to maintain the R&D exemption, including using the R&D substance under the supervision of a technically qualified individual, maintaining all necessary labeling, and providing all necessary modifications. You also represent and warrant that you will use or sell the R&D substance exclusively for R&D purposes or specified exempt commercial purposes. You specifically represent and warrant that you will not sell or distribute the R&D substance to consumers.

8.5 You have the sole responsibility to conduct any research necessary to learn the hazards involved for any of your uses of goods purchased from us and to warn our customers, employees and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the goods. You agree to comply with instructions for use of the goods furnished by us, if any, and not to misuse the goods. If the goods purchased from us are to be repackaged, relabeled or used as starting materials or components of other products, you will verify our assay of the goods, qualify the goods provided by us for such applications, comply with all governmental requirements (whether federal, state, provincial or local) relating to labeling or providing other communications to customers. You acknowledge that we provide Material Safety Data Sheets (MSDS) for our products, and that they are available electronically on our web site at www.atom-sci.com, or in paper copy by calling our Customer Service department at 865-483-1113, and that you are willing and able to access MSDS by these means. You also agree to inform your employees of the risks, if any, involved in using or handling the goods and to train and equip them in accordance with all applicable laws and regulations to handle the goods safely.

8.6 You agree that you will not in any way analyze, modify, adapt, translate, decompile or disassemble the contents of any goods sold by us for the purpose of replicating or reverse engineering the goods, and that you will not replicate or reverse engineer the goods either for sale to third parties or for your own use.

9. **Indemnity:** You shall, at your own expense, indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any claim or action) that we may incur as a result of any claim of negligence, breach of warranty, strict liability in tort, or other theory of law or equity, by you, your officers, agents or employees, your successors and assigns, your customers or any others, whether direct or indirect, in connection with the use or resale of any goods sold pursuant hereto either as a stand-alone product or a component part or raw material or another product, except to the extent directly and solely caused by a breach by us of the express warranty set forth in Section 7 herein. You shall notify us promptly of any incident involving goods sold pursuant hereto resulting in personal injury, damage to property or economic loss, and you shall fully cooperate with us in the investigation of such incident and provide us with all related statements, reports and tests available to you. Your duty to indemnify, defend and hold us harmless shall apply to our directors, officers, shareholders, employees and agents.

10. **Technical Assistance:** All technical assistance and information we provide to you regarding the goods will be provided without additional cost to you, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty regarding such technical assistance or information.

11. **Intellectual Property.** All applicable rights to patents, copyrights, trademarks, trade secrets and all other property rights in the goods, and all enhancements, modifications, improvements, and derivative works hereof are, shall be, and shall remain solely owned by us and you shall not assert any right contrary thereto.

12. **Miscellaneous:** These Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflicts of laws. Our exercise of any option, or failure to exercise any of the rights granted hereunder, shall not constitute a waiver of our rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay or breach by you. If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Conditions shall be unimpaired and fully enforceable. We may assign our rights and /or obligations under these Conditions to any person in whole or in part.