

## Terms and Conditions

### DEFINITIONS

"MMLABS" means Micro Measurement Laboratories, Inc., a Corporation registered under the laws of the State of Illinois, USA.

"Customer" means the recipient of Products and/or Services incorporating these Terms and Conditions provided by MMLABS. "Contract" means a contract for sale by MMLABS to the Customer of the Products and/or Services incorporating these Terms and Conditions

"Products" means any of MMLABS products and/or Services, such as various standards and analytical services,

"MMLABS" provides its products and services to "Customer" as identified in "MMLABS" -Quotations, Scope of Work (SOW) and Invoices.

### FORMATION OF CONTRACT

No Contract shall come into existence until the Customer's purchase order has been accepted by MMLABS. The Customer warrants that it is buying MMLABS products or services for its own internal use only and not for re-sale purposes. The only exception to this case is for MML distributors who are under written contract with MMLABS –OR- customers with whom MMLABS has a signed Scope of Work (SOW) agreement for a specific project or product.

The products sold and/or services rendered are subject to the Terms and Conditions listed within this document. MMLABS does not agree with any individual terms and/or conditions which appear on any purchase order, unless agreed to in writing by MMLABS. The Customer acknowledges that it understands and agrees to be bound by the Terms and Conditions listed within this document in order for MMLABS to complete the work or products requested.

### PRODUCT SPECIFICATIONS

MMLABS defines the specifications of each product or service in the line items and descriptions shown in the quotation and/or invoice. The Customer agrees to the specifications as defined in the proposal or quotation by referring to the MMLABS quotation number in his purchase order and ALSO by signing the ACCEPTANCE OF THE SCOPE OF WORK SECTION OF THE QUOTATION. The Customer may not modify, add or subtract any items or parts of items from the quotation. If modifications are necessary a new quotation must be provided by MMLABS.

### CUSTOMER'S RESPONSIBILITIES FOR SUBMITTING SAMPLES AND MATERIALS

Before sending any materials to MMLABS for use in the products or services that MMLABS is to provide to Customer, the Customer agrees to- provide MMLABS any and all written information, including MSDS sheets, which relate to all known or suspected chemical or toxic nature, hazards or exposure precautions that should be known and avoided, when using or handling the materials that the Customer intends to provide, including de-activation and proper disposal. Customer agrees to pay MMLABS for charges as indicated on quotation or SOW for all deactivation and disposal of all hazardous materials required for the work completed for Customer. Customer assumes any and all responsibilities for the condition, loss, damage, security and/or transport of all materials/samples until delivery to MMLABS. MMLABS accepts no responsibility for the condition of any samples until received in our laboratory and determines their condition for intended use. Samples must be provided in the form as agreed in MMLABS quotation, SOW and Customer's purchase order. MMLABS is entitled to evaluate samples where sample properties preclude the use of ordinary sample preparation and/or handling methods, including test methods. Customer agrees to bear the cost of this preliminary work when required, which will be described in writing to Customer with related costs. If initial results indicate that the MMLABS is unable to perform the original quoted services or SOW, because samples are contaminated or for other scientific reasons, then Customer agrees to pay for the agreed upon initial evaluation work.

### TERMS OF PAYMENT

Payment is required in U.S. dollars within 30 days of the invoice date. Other payment terms must be agreed upon in advance. MMLABS accepts VISA, MC and American Express. International orders may require a letter of credit or terms and must be agreed up in advance. Shipping terms are F.O.B. Wheeling, IL, U.S.A. Customer agrees to pay all shipping charges, as well as all Duties and Tariffs based on Country of Destination Laws. Invoices that are not paid within our standard terms are subject to a 1-1/2% interest fee, per month, until payment is received. MMLABS reserves the right not to accept orders from any Corporation, based on credit rating or payment history. Accepted payment methods: credit card, check or bank or wire transfer

### TITLE AND RISK

The Title of any MMLABS product or analysis result or Report provided by MMLABS, to Customer, will remain with MMLABS until all invoices (for same products, results or reports) have been paid by Customer in full.

### DELIVERY

MMLABS shall deliver the products to the place of delivery designated by the Customer and agreed to by MMLABS ("Place of Delivery"). Any anticipated delivery dates included on Quotations submitted by MMLABS for the delivery of the products are approximate only and shall not form part of any Order or Contract. MMLABS shall not be liable for any delay in delivery of the products and/or services, howsoever caused. Refer to the next section below - 'FORCE MAJEURE'

### FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

### CUSTOMER ACCEPTANCE OF PRODUCTS or SERVICES

Unless the customer notifies MMLABS to the contrary, within 14 days of the day Customer receives the MMLABS products and/or Results/Reports describe in MMLABS quotation and Customer's purchase order, and such Customer notification to MMLABS is confirmed by MMLABS, the Products and/or reports for services provided by MMLABS, shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the stated specifications. Customer agrees to make payment to MMLABS within 30 days of date on the MMLABS invoice. Customer agrees to pay MMLABS invoice even if Customer questions or challenges the products delivered or results for work performed. Customer agrees to notify MMLABS of any challenge or reason that MMLABS within 14 days of any products and/or services it considers are not in accordance with stated requirements on the MMLABS quotation and Customer purchase order. However, Customer agrees to pay MMLABS invoice within originally agreed upon terms of Net 30 days, regardless of the challenge or disagreement. MMLABS agrees to provide a written resolution plan to Customer for notified issues within 15 days of notification to MMLABS. Payment to MMLABS within agreed up terms is critical to completing the contract for products or services provided. MMLABS products and services are Warranted by MMLABS to meet the descriptions and specifications as indicated on the Certificate of Analysis for the period specified.

### EXPEDITING FEES AND RUSH SERVICES

Quoted prices and deliveries are valid for quantities specified. The day the samples are received at MMLABS is not included in the lead time. Expediting service must be PRE-arranged and cannot be guaranteed when sample are submitted without prior arrangement for rush services. Expediting fees for other services are provided on the quotation or in the Scope of Work (SOW) agreement.

#### CANCELLATION CHARGES

When an order for standard products or services is accepted by MMLABS, the customer agrees to pay MMLABS cancellation charges based upon the completed progress of the work performed up to the cancellation date. This shall include but is not limited to, materials ordered for completion of the project, outside contractor costs, and any travel or other expenses incurred in preparation of the product. All Visual Inspection Standards are considered custom products as they are manufactured using the customer's package components and/or drug product. Completed work shall be invoiced at the quoted prices for the product and/or adjusted based on percent completion.

#### RETURNING PRODUCTS

A Return Material Authorization (RMA) number is required for return of any purchased products. MMLABS cannot accept return of any product without an RMA number. Standard 'off the shelf' products, such as particle standards, that have expired or are near their expiration dates, will not be accepted for credit. Custom or specially prepared materials or standards can not be returned for credit. MMLABS reserves the right to refuse to accept any item for credit. A minimum restocking charge of 25% (of the purchase price) will apply to return of standard "off the shelf" products.

#### QUESTIONS RELATED TO PRODUCTS OR SERVICES

Answers to technical questions about our products or analytical services are best answered via email. For best contact see [www.mmlabs.com/contact](http://www.mmlabs.com/contact). For questions regarding purchased products or analytical test results, please include the MMLABS Project number (Invoice number).

#### CONFIDENTIAL INFORMATION

MMLABS policy for treating information we receive from customers regarding your sample materials or methods, is to keep this information strictly confidential with those MMLABS employees who 'Need to Know'. All MMLABS employees have signed Non-Disclosure confidential agreements to treat all information received from customers as Confidential. If your company requires a specific Non-Disclosure Agreement with MMLABS, please arrange to send a 'Bi-Lateral' or 'Two-Way' agreement, as we may need to share our experience or discuss our proprietary developed methods.

#### WARRANTY

MMLABS warrants all products to be free from defects in material and workmanship under normal use and service. The obligation of MMLABS under any section herein, or wording or interpretation of MMLABS warranty, Certificate of Analysis, or product information, or results from analytical services, is limited to, and Customers exclusive remedy shall be limited, the repair or replacement of the product or service. Unless otherwise stated on the Certificate of Analysis, the time limit of warranty, for any product, is one year from the date of manufacture unless otherwise specified in the MMLABS Quotation. MMLABS shall not be liable for any consequential damages, in any event.

MMLABS does not give any warranty that the Products are fit for any particular purpose, nor does MMLABS provide other assurances, guarantees or warranties, other than the statements included in MMLABS standard Warranty, which is included with each Certificate of Analysis for MMLABS products and/or services provided to Customer. Any other descriptions, conditions, terms, undertakings or interpretations, obligations implied by statute, common law, trade usage, course of dealings or other statements of quality or conditions of merchantability, fitness for purpose, satisfactory quality and or compliance with any other descriptions, are NOT those provided by MMLABS and are hereby excluded to the fullest extent permitted by law.

#### LIABILITY

MMLABS shall not be held liable by Customer, for any data, test results, statements, conclusions or reports, or the interpretation of the information provided by MMLABS. Also, MMLABS shall not be held liable for the use of any of its products or the data or the interpretation of the results generated from the use of MMLABS products. Any interpretation or conclusions that may be reached by the Customer, or decisions that Customer may decide to make with respect to any analytical results or information provided by MMLABS, or the data or results that Customer may obtain from the use of any MMLABS products, shall be solely based on Customer's interpretation and decision on how to utilize or interpret the information. Customer agrees that Customer is ultimately responsible for use of any results or information provided by MMLABS or the use of MMLABS products. Customer agrees to hold MMLABS harmless for any monetary damages as a result of information received and or the use of any MMLABS products.

MMLABS and Customer agree that MMLABS shall not be liable for Products not being available for use, or for data or test results that may be lost, corrupted, deleted or altered by circumstances or conditions beyond the control of MMLABS. MMLABS shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services, even if MMLABS has been advised of their possibility.

#### GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States of America and shall be subject to the non-exclusive jurisdiction of the courts of the State of Illinois. The Customer consents to jurisdiction of the US Federal and Illinois State courts, located in the state of Illinois, for purposes of any suit, action or proceeding arising out of the use of MMLABS products or results of any analytical services.

#### EXPORT RESTRICTIONS

The Customer acknowledges that the Products licensed or sold hereunder, which may include materials and/or solutions, which are not only subject to the import/export control laws and regulations of the United States ("U.S.") but may also be subject to the import and/or export control laws and regulations of the country in which the Products are received. The Customer agrees to abide by all applicable import and export control laws and regulations. Under such laws and regulations, the Products purchased may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to any work on products or materials which are unlawful, including but not necessarily limited to, activities related to the design, development, production or use of materials which are illegal to possess without valid license or certification, or controlled substances. The Customer understands that applicable requirements or restrictions may vary depending on the Products delivered and may change over time and that, to determine the precise controls applicable to the Products acquired, it may be necessary to refer to relevant laws and regulations.

#### GENERAL

The Customer shall not assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of MMLABS. Any such unauthorized assignment shall be deemed null and void. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.