



The Science of Lab Efficiency.™

CHATA Biosystems, Inc. General Terms and Conditions of Sale

Prices Quoted:

Prices are quoted in US dollars (\$US) and do not include any sales taxes, use taxes, or any other taxes, levies, or duties. Any and all such items shall be the separate responsibility of the purchaser. *In the event of an extraordinary (>10%) increase in any raw material cost to CHATA Biosystems, Inc. at any point during the term of a blanket order, CHATA may pass such cost increase on to the customer. CHATA will provide written notification of any such price adjustment 10 days prior to the effective date of the price change.*

Payment Terms:

The balance is due thirty (30) days after shipment, except as noted below for Custom Products. Any returned product must first be issued a Return Merchandise Authorization (RMA) from CHATA. Purchaser shall be obligated to pay a 15% restocking fee and shipping costs for any portion of the product allowed to be returned.

Payment Terms for Custom Products:

For Custom Products, the balance is due thirty (30) days after product is manufactured. Custom Products are made to Customer specification and per agreement may be warehoused by CHATA. The Purchaser is obligated to take full delivery of Custom Products within one year of manufactured date and to pay 100% of total invoice according to terms, regardless of actual delivery date. Customers will be notified of product remaining in CHATA's warehouse beyond 1 year of manufacture date and will be requested to take delivery of product or may elect to have the product disposed. Customers who elect to have product disposed will be invoiced for the disposal cost of product plus a handling fee of 1% of the stated value of the product.

Late Charge and Finance Fees:

A late charge of \$25 will be assessed on the 10th day following the due date and finance charges will accrue at 1.5% per month (or maximum allowable by law) starting on the 30th day following the due date.

Shipment and Title:

Shipping dates are approximate. The products are shipped from Fort Collins, Colorado generally within thirty (30) days after receipt of the purchase order. All freight, handling, expedite charges and insurance fees are charged to the purchaser. Fees will be initially prepaid by CHATA and subsequently billed to the purchaser. Customer may arrange for alternate shipping terms (e.g., Freight Collect). Title is transferred to the purchaser upon CHATA's release of goods to a freight forwarder.

Variable Production Quantities:

CHATA Biosystems will obtain written approval on new product formulations. Per the FDA's guidance for the industry on Scale-Up and Post Approval Changes (SUPAC) in manufacturing, CHATA may elect to scale your approved formulation up to and including ten fold without written approval by your laboratory. Any scaling (either up or down) greater than 10 fold requires additional approval prior to manufacturing at CHATA Biosystems. Additionally, your order will be produced \pm 5% of quantity ordered and billed for exact quantity produced.

Miscellaneous:

This agreement shall be governed by, construed under, and interpreted in accordance with the laws of the state of Colorado. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed as to be enforceable to the maximum extent permissible by applicable law.

Expiration of Quote:

This quote expires thirty (30) days from the date it is provided.

Errors and Omissions:

Any and all errors and/or omissions are excepted.