

STANDARD CONDITIONS OF SALE
APPLICABLE TO ALL SALES BY BECKMAN COULTER ENTITY HEREIN REFERRED TO AS "THE COMPANY"

PRICES

The prices set forth on the reverse side are based upon the quantity and type ordered and are subject to revision by the Company when interruptions, engineering changes or changes in quantity are caused or requested by the customer ("Buyer"). Clerical errors made in pricing by the Company are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature may not be correct. The Company may, at its election, make any changes in specifications in any sales literature.

DELIVERY

The actual shipping or delivery date will, at the option of the Company, be within sixty (60) days before or after the scheduled date mentioned on the reverse side of this standard conditions of sale.

PATENTS

The Company shall defend any suit or proceeding brought against the Buyer in the United States of America so far as based upon an assertion that any product, or any part thereof, furnished under this order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, or any part thereof, or the normal use for which such product or part was designed, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of same, and the Company shall pay all damages costs awarded therein against the Buyer. In case said product, or any part thereof is in such suit held to constitute infringement and the use of said product or part is enjoined, the Company shall at its own option and at its own expense, either (1) procure for the Buyer the right to continue using said product or part, (2) replace the same with a non-infringing product or part, (3) modify it so it becomes non-infringing, or (4) remove said product or part and refund the purchase price and transportation costs thereof. The foregoing states the entire liability of the Company for patent infringement by said product or any part thereof.

WARRANTY

Subject to the exceptions and upon the conditions specified below, the Company agrees to correct, either by repair or at its election, by replacement, any defects of material or workmanship which develop within one (1) year after delivery of the products to the original Buyer by the Company or by an authorized representative, provided that investigation and factory inspection by the Company discloses that such defect developed under normal and proper use. Some components and accessories by their nature are not intended to and will not function for one (1) year. A complete list of such components or accessories is maintained at the factory. The lists applicable to the products sold hereunder shall be deemed to be part of this warranty. If any such component or accessory fails to give reasonable service for a reasonable period of time, the Company will repair, or at its election, replace such component or accessory. What constitutes either reasonable service and a reasonable period of time shall be determined solely by the Company.

Any product claimed to be defective must, if requested by the Company, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with the transportation charges collect unless the product is found to be defective in which case the Company will pay all transportation charges. The Company makes no warranty concerning products or accessories not manufactured by it. In the event of failure of any such product or accessory the Company will give reasonable assistance to the Buyer in obtaining from the respective manufacturer whatever adjustment is reasonable in light of the manufacturer's own warranty.

The Company shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel, unless such repair by others is made with the written consent of the Company, or unless such repair in the sole opinion of the Company is minor, or unless such modification is merely the installation of a new the Company plug-in component for such product. THE COMPANY MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF WITH RESPECT TO THE PRODUCTS COVERED HEREBY OTHER THAN AS EXPRESSLY STATED HEREIN THE COMPANY EXPRESSLY AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF, AND MAKES NO WARRANTY WITH RESPECT TO THE FITNESS OF ANY PRODUCT COVERED HEREBY FOR ANY PARTICULAR PURPOSE OR USE UNLESS SUCH A WARRANTY IS EXPRESSLY SET FORTH ON THE FACE HEREOF

THE BUYER OR ANYONE CLAIMING UNDER ANY WARRANTY RELATING TO PRODUCTS SOLD HEREUNDER AGREES THAT IF THE COMPANY BREACHES ANY SUCH WARRANTY OR ANY WARRANTY IMPLIED EITHER IN FACT OR BY OPERATION OF LAW OR IF ANY PRODUCT WARRANTED HEREUNDER PROVES DEFECTIVE IN ANY MANNER WHATSOEVER THE COMPANY'S SOLE LIABILITY HEREUNDER IS LIMITED TO EITHER REPLACEMENT OF ANY DEFECTIVE PRODUCT OR AT THE OPTION OF THE COMPANY, REFUNDING TO THE BUYER THE PURCHASE PRICE AND TRANSPORTATION COSTS PAID FOR SUCH DEFECTIVE PRODUCT IF A PRODUCT WHICH IS OR HAS BEEN WARRANTED HEREUNDER CAUSES.

AT ANY TIME, ANY PROPERTY DAMAGE, PERSONAL INJURY OR ECONOMIC LOSS FOR ANY CAUSE WHATSOEVER. THE BUYER AND ANYONE ELSE CLAIMING UNDER ANY WARRANTY RELATING TO SUCH PRODUCT SOLD HEREUNDER EXPRESSLY AND SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR AND THAT BUYER AND ANY OTHER CLAIMANT OR CLAIMANTS SHALL ASSUME ALL LIABILITY FOR ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY OR ECONOMIC LOSS AND ANY CLAIM OR CLAIMS FOR SUCH PROPERTY DAMAGE, PERSONAL INJURY OR ECONOMIC LOSS. If a Special Warranty (covering a designated item or items) is attached hereto, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control. Representations and warranties made by any person, including dealers and representatives of the Company which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of the Company as set forth above) shall not be and binding upon the Company unless reduced to writing and approved by an expressly authorized representative of the Company. Nothing in this section shall operate to exclude or restrict liability for negligence resulting in death or personal injury, to the extent that such an exclusion or restriction would be unlawful.

DE-IDENTIFICATION OF PERSONAL DATA

The parties acknowledge that the Company would not require access to any Personal Data, including patients' Personal Data, at any time in performance of its obligations herein. Where applicable, in the event any data is required to remedy technical issues and/or performance of the products sold hereunder ("Permitted Purposes"), the Buyer agrees that prior to providing or granting access to such data to the Company, the Buyer shall be responsible to ensure all Personal Data in such data, if any, are De-Identified and Coded to ensure that the identity of the individual to whom the data pertains is not identifiable to and is not traceable by the Company and/or the Company's Personnel. The Buyer further represents that it has established policies and procedures in place to prevent the release of individuals' Personal Data and is responsible for informing and ensuring its employees to comply with the Buyer's obligations in this clause.

For the purpose of this clause,

- (a) "Personal Data" means any information relating to an identified or identifiable natural person;
- (b) "De-Identified" means the identity of the individuals is not known to and ensure data is not traceable by the Company and/or the Company's Personnel;
- (c) "Coded" means that a number, letter, symbol, or combination thereof (i.e. the code) has replaced identifying individual information (such as name or national registered identification number); and
- (d) "Company's Personnel" means employees, agent and/or contractor of the Company associated with the performance of its obligations herein.

TERMS OF PAYMENT

Terms of payment, unless otherwise specifically provided, are by irrevocable letter of credit, such letter of credit to be in a form and substance acceptable to the Company.

SHIPMENTS

(a) The cost of packaging, at the absolute discretion of the Company, for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) In order to be valid, all claims for damage or loss of insured shipments shall be immediately communicated to the Company at 250 South Kraemer Blvd. Brea, California, USA 92821 for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with the Company in the adjustment of all claims. Buyer agrees to permit the Company or the Company's representative to inspect damaged products.

(c) For shipments to and from places within the United States all shipments, unless otherwise agreed in writing, shall be FOB point of destination. The insurance policy covering the journey from the factory door of the Company to the point of destination shall be taken out by the Company who shall be entitled to all the proceeds of insurance from the policy. The cost of insuring shipments in transit shall be borne by Buyer.

(d) For shipments from the United States to ports and/or places outside the United States all shipments are, unless otherwise agreed in writing, FOB point of destination. The cost of insuring shipments in transit shall be borne by Buyer. The Company's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer when the Buyer is in possession of the products, in any event no more than thirty (30) days after arrival of the products at point of destination, failing which the Buyer is barred from making any claim against the Company for losses and damages during transit. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by the Company as liquidated damages:

provided however, that the Company may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

GOVERNING LAW

The terms and conditions contained herein are governed and construed in accordance with the laws of country and local geographic designation in which Buyer's main place of business is located without regard to conflict of laws provisions. Any action brought by Buyer pursuant to the terms and conditions contained herein must be commenced within the earlier of one (1) year from the date of the occurrence of the event giving rise to the claim, or such claim will be forever barred.

DISPUTE RESOLUTION

The parties consent to the sole and exclusive venue and jurisdiction of the courts situated in the of country and local geographic designation in which Buyer's main place of business is located. Any action brought by Buyer pursuant to the terms and conditions contained herein must be commenced within the earlier of one (1) year from the date of the occurrence of the event giving rise to the claim, or such claim will be forever barred. If the Company substantially prevails in any legal dispute, the Buyer shall pay all reasonable costs incurred by the Company, including but not limited to collection costs, attorneys' fees and costs of legal action.

ENTIRE AGREEMENT

The terms and conditions contained herein shall apply to the exclusion of any other provisions contained in any document issued by the Buyer and in particular, but without prejudice to the generality of the foregoing, contained in any sales literature or order provided by the Buyer.