INVOICE TERMS

1. **EXCUSE OF PERFORMANCE**. Deliveries may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage, labor dispute; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable of such party; which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. Deliveries suspended or not made by reason of this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** RayBiotech reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to RayBiotech, cash payment or security satisfactory to RayBiotech may be required by RayBiotech for future deliveries and for the goods theretofore delivered. Buyer shall be liable to RayBiotech for (a) interest at a rate equal to the highest applicable lawful interest rate on invoiced amounts not paid within thirty (30) days after the invoice date, with interest to accrue monthly until full payment is received and (b) all costs and fees, including attorneys' fees, which RayBiotech may incur in any action to collect said overdue invoice amounts.

3. **LIMITED WARRANTY.** Subject to Section 4 and unless otherwise expressly provided herein, RayBiotech warrants that the goods shall conform to RayBiotech's standard published specifications or to the attached specifications, if any, when used in accordance with RayBiotech's written instructions. Subject to the preceding sentence and except as otherwise expressly provided herein, RAYBIOTECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with any other material.

4. **LIMITATION OF LIABILITY.**

    a. Immediately upon receipt of each shipment of the goods, Buyer shall inspect the same. Any claim for shortage, credit or return of goods must be made in writing within five (5) days after Buyer's receipt of such goods. All other claims for any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) must be made in writing and received by RayBiotech within fifteen (15) days after receipt of the product, if required RayBiotech will issue authorization for a return and products must be returned to RayBiotech in no later than ten (10) days after Buyer's receives the return authorization with regards to the claim. Failure of RayBiotech to receive written notice of any such claim or return of the product within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall haven then been discovered or of whether processing, further manufacture, other use or resale of the goods shall haven then taken place.

    b. BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND RAYBIOTECH'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE ARISES OR, AT RAYBIOTECH'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH GOODS, AND IN NO EVENT SHALL RAYBIOTECH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. RayBiotech shall not be liable for, and Buyer assumes liability for, all personal injury and property damage connected with the handling, transportation, possession, processing, further manufacture, or other use or resale of the goods, whether the goods are used alone or in combination with any other material. In the absence of any express written agreement to the contrary, the goods sold by RayBiotech are for research use only, not to be used on humans for diagnostic or therapeutic purposes, for the exclusive use of the Buyer, and are not to be resold. Buyer must receive written authorization from RayBiotech prior to returning any goods or receiving payment for return transportation charges for such goods. Goods returned due to Buyer order error or that are determined to meet published specifications are subject to a restocking charge equal to 40% of the list price of the returned goods, plus shipping charges. Custom, bulk and/or special orders are final and cannot be canceled or returned to RayBiotech. Buyer shall not accept a damaged or short shipment until the delivery carrier has made a "damage" or "shortage" notation on Buyer's copy and the carrier's copy of the freight bill

    c. If RayBiotech furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the goods, RayBiotech shall not be liable for, and Buyer assumes all risk of, such advice and the results thereof.

5. **SERVICES DISCLAIMER.** When RayBiotech provides services, including but not limited to custom assay development, sample testing, or related work, results are not guaranteed to meet customer expectations or intended use. Outcomes may be affected by factors beyond RayBiotech's control, including the suitability of customer-provided materials. Fees for services are due in full upon completion, regardless of the performance or utility of the results. No refunds or credits will be issued due to dissatisfaction with experimental outcomes.

6. **SHIPPING AND TAXES.** Typically, orders are shipped Monday through Thursday for next day delivery in the United States. Orders received on Friday are shipped Monday for next day delivery. Saturday delivery may be requested at additional charge. Freight, shipping, and handling charges are prepaid and added to the invoice. Any increase in freight, shipping or handling rates paid by RayBiotech on shipments covered by this contract and hereafter becoming effective and any tax or governmental charge or increase in same (excluding any franchise or income tax or other tax or charge based on income) (a) increasing the cost to RayBiotech of producing, selling or delivering the goods or of procuring materials used therein or (b) payable by RayBiotech because of the production, sale or delivery of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, Value Added Tax, may, at RayBiotech's option, be added to the price herein specified. Buyer is solely responsible for any applicable sales, use, or similar tax and shall indemnify RayBiotech for any such tax if not properly paid by Buyer.

7. **TERMS AND PRICE REVISION.** Unless otherwise specified, terms are net thirty (30) days from the date of invoice, F.O.B. shipping point, and RayBiotech is not liable for any loss or damage during the course of shipping. All prices are listed in United States dollars, and goods shipped outside the United States are payable in United States currency. The price and terms of payment herein specified may be revised at any time by written notice to Buyer.

8. **FAIR LABOR STANDARDS.** Subject to Section 4 and unless otherwise expressly provided herein, goods covered by this invoice have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

9. **ASSIGNMENT.** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of RayBiotech, and any attempted assignment or delegation without such consent shall be void.

10. **MISCELLANEOUS.** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Georgia. If any term, condition or provision of this contract or the application thereof is judicially determined to be invalid or unenforceable, the remainder of this contract and the application thereof shall not be affected thereby, and this contract shall otherwise remain in full force and effect. This contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. Except as provided in Section 6 hereof, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either RayBiotech or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.