



## STANDARD TERMS AND CONDITIONS OF SALE

### ARTICLE 1. APPLICABILITY.

**1.1** These Standard Terms and Conditions of Sale ("Terms" and together with any complementary quotation, proposal, confirmation of sale, invoice, or use agreement ("Sales Confirmation"), this "Agreement") are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Meyer Laboratory, LLC ("Seller") to the buyer named on the Sales Confirmation ("Buyer").

**1.2** Buyer accepts this Agreement by (i) signing the Sales Confirmation, (ii) sending Buyer's purchase order in response to the Sales Confirmation, (iii) submitting instructions to Seller to deliver Products, or (iv) accepting or paying for the Goods.

**1.3** This Agreement prevails over any of Buyer's general terms and conditions of purchase regardless of whether, when or the manner in which Buyer has submitted such terms and conditions, including through the issuance by Buyer of a purchase order in response to the Sales Confirmation. The fulfillment by Seller of such purchase, if any, does not constitute acceptance by Seller of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement.

**1.4** Notwithstanding anything to the contrary contained in this Agreement, Seller may from time to time change the Services without the consent of Buyer, provided that such changes do not materially affect the nature or scope of the Services, the fees or other compensation payable by Buyer, or any performance dates set forth in the Sales Confirmation.

### ARTICLE 2. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.

**2.1** The Goods will be delivered within a reasonable time after issuance of the Sales Confirmation. Seller will not be liable for any delays, loss or damage in transit.

**2.2** Unless otherwise agreed in writing by the parties, Seller will deliver the Goods to Buyer's designated location set forth in the Sales Confirmation ("Delivery Point") using Seller's standard methods for packaging and shipping such Goods and, at Seller's sole option and in its sole discretion, via common carrier or Seller's own vehicles. Buyer will accept delivery of the Goods immediately upon delivery to the Delivery Point. Buyer will be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

**2.3** Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Goods to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether such shipment is in whole or partial fulfillment of the Sales Confirmation.

**2.4** If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, (i) risk of loss to the Goods will pass to Buyer; (ii) the Goods will be considered to have been delivered, and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer will be liable for all related costs and expenses, including storage and insurance.

**2.5** Buyer will (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises and such office accommodation and other facilities as may reasonably be requested by Seller for the purposes of performing the Services, (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform the Services in accordance with the requirements of this Agreement, and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start. Seller will use reasonable efforts to meet any performance dates to render the Services and any such dates will be estimates only.

**2.6** Except as may otherwise be provided in the Sales Confirmation, any and all equipment, tools, materials, records and data furnished to Buyer by Seller in connection with the provision of the Services by Seller and not purchased and paid for by Buyer prior to being furnished by Seller to Buyer ("Seller Property") are and will remain the sole property of Seller. Nothing in this Agreement will be considered to grant Buyer any right, title or license in or to the Seller Property other than to the extent necessary to permit Buyer to use the Seller Property as contemplated by the Sales Confirmation and will not constitute a waiver of any rights which Seller may have in the Seller Property. From time to time as directed by Seller, Buyer will deliver any or all Seller Property to Seller, at no cost to Seller other than Buyer's actual out-of-pocket expenses incurred in delivering Seller Property to Seller. Buyer will reimburse Seller for all costs and expenses Seller incurs to repair or replace any Seller Property that is damaged by Buyer or its agents or contractors, excluding ordinary wear and tear other than any damage or deterioration that would have been prevented by good maintenance practices.

### ARTICLE 3. NON-DELIVERY.

**3.1** The quantity of any installment of the Goods as recorded by Seller from any one of Seller's facilities, is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

**3.2** Seller will not be liable for any non-delivery of any of the Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

**3.3** Any liability of Seller for non-delivery of any of the Goods will be limited to replacing the Goods within a reasonable time or adjusting the invoice for the Goods to reflect the actual quantity delivered.

**3.4** Buyer acknowledges and agrees that the remedies set forth in this article are Buyer's exclusive remedies for any non-delivery of Goods.

**ARTICLE 4. QUANTITY.** If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Confirmation, Buyer will not be entitled to object to or reject the Goods or any portion thereof by reason of the surplus or shortfall and will pay for the Goods at the Price(s) (as defined below), adjusted pro rata.

**ARTICLE 5. SHIPPING TERMS.** Delivery of the Goods will be made FCA Delivery Point. Buyer will pay (i) a delivery fee (at the rate set forth in the Sales Confirmation), if the Goods are delivered to the Delivery Point by Seller via common carrier or Seller's own vehicles, or (ii) the cost incurred by Seller, if the Goods are delivered to Buyer via third party direct shipping. All delivery fees and costs shall be paid by Buyer within thirty (30) days from the date of Seller's invoice unless otherwise waived in writing by Seller's authorized representative.

**ARTICLE 6. TITLE AND RISK OF LOSS.** Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the Price(s) of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Missouri Uniform Commercial Code.

**ARTICLE 7. BUYER'S ACTS OR OMISSIONS.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### ARTICLE 8. INSPECTION AND REJECTION OF NONCONFORMING GOODS.

**8.1** Buyer will inspect the Goods within five (5) days of receipt thereof ("Inspection Period"). Buyer will be considered to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means the Goods delivered to Buyer are different than identified in the Sales Confirmation.

**8.2** If Buyer timely notifies Seller of any Nonconforming Goods, Seller will, at its sole option and in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods or (ii) credit or refund the Price(s) for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer will deliver, at its expense and risk of loss, the Nonconforming Goods to Seller. If Seller exercises its option and discretion to replace Nonconforming Goods, Seller will, after receiving Buyer's delivery of Nonconforming Goods, deliver to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

**8.3** Buyer acknowledges and agrees that the remedies set forth in this article are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided in this article, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods to Seller.

### ARTICLE 9. PRICE.

**9.1** Buyer will purchase the Goods and Services from Seller at the purchase price(s) set forth in the Sales Confirmation ("Price(s)").

**9.2** Unless otherwise agreed by Seller, Buyer will reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of repair Services resulting from Buyer's negligence or intentional conduct.

**9.3** All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer under this Agreement. Buyer will be responsible for all such charges, costs and taxes, provided that Buyer will not be responsible for any taxes imposed on or with respect to Seller's income, revenues, gross receipts, personal or real property, or other assets.

### ARTICLE 10. PAYMENT TERMS.

**10.1** Buyer will pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer will make all payments hereunder by wire transfer, ACH, check or credit card and in US dollars.

**10.2** Buyer will pay interest on all late payments at the lesser of the rate of two and one-half percent (2.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer will reimburse Seller for all costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under this Agreement or at law, Seller will be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

**10.3** Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

### ARTICLE 11. LIMITED WARRANTY.

**11.1** Seller warrants to Buyer that for a period of one (1) month from the date of shipment of the Goods ("Warranty Period") that such Goods will materially conform to Seller's

specifications in effect as of the date of shipment and will be free from material defects in material and workmanship.

**11.2** EXCEPT FOR THE PRODUCT WARRANTY SET FORTH IN SECTION 11.1, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**11.3** Seller warrants to Buyer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

**11.4** EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN SECTION 11.3, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

**11.5** Products manufactured by a third party ("Third Party Product") may constitute, contain, or be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11.1. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**11.6** Seller will not be liable for a breach of the warranties set forth in Section 11.1 or 11.3 unless (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect, (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11.1 to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller at Seller's cost for the examination to take place there, and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming.

**11.7** Seller will not be liable for a breach of the warranty set forth in Section 11.1 if (i) Buyer makes any further use of such Goods after giving such notice, (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

**11.8** Subject to Sections 11.6 and 11.7, with respect to any such Goods during the Warranty Period, Seller will, at its sole option and in its sole discretion, either (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the Price(s) of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer will, at Seller's expense, return such Goods to Seller. THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.3.

**11.9** Subject to Section 11.6, with respect to any Services subject to a claim under the warranty set forth in Section 11.3, Seller will, at its sole option and in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the Price(s) of such Services at the pro rata contract rate.

## **ARTICLE 12. LIMITATION OF LIABILITY.**

**12.1** IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**12.2** IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

**ARTICLE 13. COMPLIANCE WITH LAW.** Buyer will comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

## **ARTICLE 14. TERMINATION.**

**14.1** In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer (i) fails to pay any amount when due under this Agreement, (ii) has not otherwise performed or complied with this Agreement, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**14.2** Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration. The terms of this Agreement that do not survive termination of this Agreement will nonetheless be controlling on and will be used in construing and interpreting the rights and obligations of the parties with regard to any dispute, controversy or claim which may arise under, out of, in connection with or relating to this Agreement.

## **ARTICLE 15. FORCE MAJEURE.**

**15.1** No party will be liable or responsible to the other party, or be considered to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including the following force majeure events ("Force Majeure Event(s)": (i) acts of God; (ii) flood, fire, earthquake, epidemics or explosion; (iii) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (iv) government order, law or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

**15.2** The impacted party will give notice within twenty (20) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this article, either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other party.

**ARTICLE 16. ENTIRE AGREEMENT.** This Agreement, together with any document incorporated herein by reference and any exhibit or schedule hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

**ARTICLE 17. ORDER OF PRECEDENCE.** In the event of an inconsistency or conflict between these Terms and the Sales Confirmation, these Terms will control and prevail the extent of such inconsistency or conflict.

**ARTICLE 18. ASSIGNMENT.** Buyer will not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this article is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**ARTICLE 20. GOVERNING LAW.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri.

**ARTICLE 21. SUBMISSION TO JURISDICTION.** Any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Missouri, in each case located in the County of Jackson, Missouri, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**ARTICLE 22. NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered (i) in person, (ii) by overnight courier service, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, or (iv) by email, with confirmation of receipt, using the recipient party's address or email address set forth in the Sales Confirmation. A party may change its address or email address by notice to the other party in accordance with this article.

**ARTICLE 23. SEVERABILITY.** If any term of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

**ARTICLE 24. AMENDMENT.** This Agreement may only be amended or in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

**ARTICLE 25. WAIVER.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**ARTICLE 26. REMEDIES.** Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies, and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available under this Agreement, in law or in equity.

**ARTICLE 27. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY.** Either or both parties may use electronic records and electronic signatures for the execution, delivery and performance of this Agreement. Neither party will prevent or inhibit in any way the other party from printing, saving or otherwise storing electronic records sent or otherwise made available to the other party. The parties will not contest the authorization for or validity or enforceability of electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or electronic records are to

be in writing or signed by the party to be bound thereby. Each party will bear its own costs and expenses in conducting business electronically.

**ARTICLE 28. INTERPRETATION; CONSTRUCTION; ADDITIONAL DEFINITIONS.** In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise (i) all captions, headings and similar terms are for convenience of reference only, (ii) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole, (iii) terms used in the plural include the singular and vice versa, (iv) reference to any document means the document as amended or modified and as in effect from time to time, (v) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation," (vi) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all," respectively, (vii) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement, (viii) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded, (ix) "law" means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority, (x) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private), (xi) "party" and "parties" means each or both, as appropriate, of the persons who have executed and delivered this Agreement, and (xii) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.