



Teknologiantie 13, 90590 Oulu, FINLAND

TERMS AND CONDITIONS OF SALE

1. Acceptance of Terms.

The sale of instrument(s), software or service part(s) (collectively hereinafter referred to as the "Product(s)") or provision of services in support of Products by Sensapex (the "Seller") to the party purchasing the Products (the "Buyer") shall be governed by these terms and conditions. Seller's offer to sell the Products to Buyer is expressly limited to Buyer's acceptance to these terms and conditions. Any of the following constitutes Buyer's unqualified acceptance of these terms and conditions ("Agreement"):

- i. Issuance or assignment of a purchase order for the Products,
- ii. Acceptance of any Product under the purchase order, or
- iii. Payment for any of the Products under the purchase order.

Additional or different terms or conditions proposed by Buyer (including any additional or different terms provided in a purchase order) shall be void and of no effect unless specifically accepted in writing by Seller. This Agreement shall be the exclusive agreement between the parties for the Products, subject to the terms and conditions herein. Any prior or contemporaneous understandings, agreements, and representations, oral or written, are superseded by the terms and conditions included in this Agreement. No modification to this Agreement shall be valid unless in writing and signed by Seller. Agents and sales representatives of Seller have no authority to make any representations not included herein, and any such representations should not be relied on by Buyer.

This Agreement shall be applied together with the terms included in the Seller's offer.

2. Prices and Payment.

All price quotations are subject to confirmation and are non-binding. All prices are exclusive of value-added tax. Unless otherwise agreed to by Seller in writing, all prices for the sale of Product for delivery in the United States are stated in and to be paid in USD, and all prices for the sale of Product for delivery to all other countries are stated in and to be paid in EUR. All payments are due and payable in thirty (30) days from date of invoice. Seller reserves the right to require alternative payment terms, including without limitation letter of credit or payment in advance.

If any amount owed by Buyer to Seller is overdue for more than ten (10) days, then without limiting any other rights and remedies available to Seller under the law, in equity, or under the Agreement, Seller may (i) suspend production, shipment or deliveries of any or all Products purchased by Buyer, or (ii) by notice to Buyer, treat such breach by Buyer as a repudiation by Buyer of the portion of the Agreement not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable. If Seller retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees and expenses, shall be payable by Buyer. Buyer hereby represents to Seller that Buyer is now solvent and agrees that each acceptance of delivery of the Products sold hereunder shall constitute reaffirmation of this representation at such time.

3. Deliveries/Delay in Delivery

All delivery times are estimates only, and in no event shall Seller be liable for any delay in delivery or assume liability in connection with shipment. Part shipments shall be admissible. Unless otherwise agreed to in writing by Seller, all Products shall be delivered EXW (Incoterms 2010) from the point of shipment. Title to and risk of loss or damage to all or any portion of the Product shall pass to Buyer upon tender of the Product for delivery at Seller's plant point of shipment.

All Products shall be examined by Buyer upon receipt of Buyer. If Products are damaged upon receipt or do not conform to agreed specifications, Products shall not be moved from point of delivery, and a written claim must be filed with Seller within 3 business days of date of delivery. Upon receipt of a written claim for damaged or nonconforming Products, Seller will notify Buyer in writing if Products are to be returned, or if Products will be repaired.

The Seller shall reserve the right of ownership in and to the Products subject to delivery until all payments due related the Products have been received by the Seller. Independently thereof, the Seller also reserves the right of ownership until all other claims against the Buyer to which the Seller is entitled at the same time have been satisfied. The Buyer shall treat the Products subject to

reservation of ownership with reasonable care. Any change of location and interference by third parties, in particular by way of attachments, shall promptly be made known to the Seller in writing.

In the event the Buyer does not abide by the terms of payment agreed upon, Buyer undertakes to hand over the bought Products immediately upon Seller's request, without judicial order.

4. Limited Warranty

Subject to the limitations set forth in this Agreement, Seller warrants (the "Limited Warranty") that all Product sold by Seller will conform to the published specifications therefore and shall be free from defects in materials and workmanship under normal use, handling and service. The Limited Warranty is for one (1) year after the date of shipment. The Limited Warranty is extended to two (2) years with the same terms and free of charge if the product is registered to Seller within 30 days of the delivery.

Seller shall have no obligation under the Limited Warranty or otherwise, and this Limited Warranty does not apply to Products if: (a) Product is identified by Seller as a pre-production product, alpha, beta or similar product or a prototype, (b) Product includes specials, modifications, or customized items meeting the specifications provided by Buyer; (c) Product is used in conjunction with equipment not provided by, or acknowledged as compatible by, Seller; (d) Seller determines that a problem is caused by accident, abuse, misuse, negligence, misapplication, fire, earthquake, flood, other force majeure event, failure of electrical power, the use of unauthorized parts or reagents, or unauthorized repairs or modifications; (e) Seller determines that a problem is caused during or as a result of shipment or relocation; (f) Seller's serial number has been removed or defaced from the Product; or (g) a problem arises from or is based on Seller's compliance with Buyer's specifications.

To the extent the Product is incorporated into any other instrument or device, Seller makes no representation with respect to the safety, efficacy, accuracy, reliability, use, or fitness for intended purpose of such integrated product. To the extent so incorporated into any other instrument or device, Buyer hereby agrees to indemnify and hold Seller harmless from any claims, suits, liabilities, losses, damages, expenses (including reasonable attorneys' and experts' fees and expenses) and costs arising from or relating to any defects in and/or the use of integrated product to comply with any applicable laws or regulations.

Subject to Buyer's compliance with the procedure set forth in paragraph 6 below, Sellers' sole obligation, and Buyer's exclusive remedy for any defective Product, shall be limited, at Sellers' option, to either repairing or replacing, free of charge for materials or labor, any Product which is proved not in compliance with the Limited Warranty during the Warranty Period.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

5. Limitation on Liability

To the extent not prohibited by applicable law:

IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLERS' OWN NEGLIGENCE OR FAULT. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON THE USE OF THE PRODUCT IN COMBINATION WITH OR INTEGRATED INTO ANY OTHER INSTRUMENT OR DEVICE. HOWEVER, IF SELLER IS HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, SELLERS MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST SELLER.

6. Product Return/Repair Policy

A. Buyer will notify Seller about the occurrence of defective or non-operational Product. Seller will verify remotely via e-mail or telephone discussion with Buyer that the repair of defects require shipping the Product back to Seller. The Buyer shall provide all information requested by the Seller about the Product usage and installation and perform all the troubleshooting steps requested by the Seller. The Seller determines if the Product needs to be shipped back to Seller for service. If the Buyer ships the Product back to Seller without permission from the Seller, the Seller is allowed to charge all shipment and service costs from Buyer.

B. Only upon the permission from Seller, the Buyer will ship the defective or non-operational Product to Seller according to instructions provided by the Seller. After permission by Seller for the shipment, Seller is responsible for shipping costs.

C. Upon receipt of the returned Product, Seller will test the Product to verify the defective status of the component within the terms of the Limited Warranty and communicate such results to Buyer.

D. Seller will either send a repaired or replacement Product if the Product is in fact defective within the terms of the Limited Warranty. Seller is responsible for shipping costs of replacement Product to the Buyer. Insofar as the defects are cured by

subsequent improvement, the Seller shall be given sufficient time and opportunity for making repairs and delivering replacement parts.

E. If the Limited Warranty is not valid for the repaired defect according to the paragraph 4, and Buyer requests for the service of the defect, all the shipment and repair cost, including replacement parts and work cost, shall be charged from the Buyer.

7. Intellectual Property Rights

Any intellectual property rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, trademarks, service marks, trade names, trade dress, trade secrets and all applications and registrations of all of the foregoing resulting from the performance of these Terms and Conditions of Sale that is conceived, developed, discovered or reduced to practice by Seller, shall be the exclusive property of Seller. Specifically, Seller shall exclusively own all rights, title and interest (including, without limitation, all intellectual property rights throughout the world) in and to the Products and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by Seller, in the course of the performance of this Agreement.

8. Safety Regulations

A. Instruments and components supplied by the Seller are not allowed for clinical use or medical purposes (e.g. for diagnosis or treatment of humans), nor for any other life-supporting system. The Seller expressly disclaims any warranties for such purpose.

B. It shall be deemed a prerequisite that the operating manuals and the Seller's instructions are strictly followed in all use of the Products. The Buyer shall ensure that the Products are solely operated by selected, trained and adequately instructed skilled personnel.

C. It shall be deemed a prerequisite that, in particular, possible hazards such as current, temperature, sharpness of objects, and the like be sufficiently brought to the attention of the operating personnel. If these preconditions are not met, the Seller shall not accept any liability.

9. Compliance with law

Buyer agrees to comply with all applicable foreign and local laws, rules, and regulations relating to this Agreement and the Products. Furthermore, Buyer shall not resell any Product, and Seller shall have no obligation to sell any Product to Buyer, to or for use of any ultimate purchaser with which Seller could not deal under the foreign or local laws and regulations. Buyer further agrees to immediately transmit to Seller any information which may come to its attention concerning violation of such regulations by Buyer's customers. Buyer will defend, indemnify, and hold harmless Seller from and against any violation of any laws, rules or regulations by Buyer or any of its agents, officers, directors, or employees in violation of this Section.

10. Choice of law and Venue

This agreement shall be governed by the Finnish law. Any dispute arising from this agreement or the contractual relationship between the Parties shall primarily be settled through negotiations. If the dispute cannot be settled through negotiations, it shall be finally settled by arbitration in accordance with the Rules of Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. Notwithstanding the above, the Seller shall also be entitled to collect the contractual prices in a general court.