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Freight will be added to the invoice F.O.B. Olathe, KS, U.S.A., unless otherwise specified. All prices and specifications are subject to change without notice. Spex Forensics-Jobin Yvon Inc. ("SPEX") is not responsible for any errors or omissions contained within its catalog(s).

All orders totaling \$150 or more must be accompanied by a written purchase order, for orders less than \$150, a verbal purchase order is acceptable; provided, however, that: (a) notwithstanding anything to the contrary set forth in any such purchase order, such purchase order will be subject to these Terms and Conditions and to any other provisions of any documents to which these Terms and Conditions are attached or in which these Terms and Conditions are incorporated, which Terms and Conditions shall take precedence over all other terms and conditions; (b) SPEX will have no obligation with respect to any orders made by a purchaser unless and until such order has been acknowledged by SPEX in writing, and (c) all quotations of SPEX and SPEX's acknowledgement of any order, and all sales of SPEX, are and will be, subject to and conditioned on the acceptance by the purchaser of these Terms and Conditions without addition or modification. SPEX hereby rejects any additional, contrary or different terms and conditions proposed by a purchaser (whether in a purchase order or otherwise) and in no event shall any such additional, contrary or different terms and conditions be binding on SPEX unless expressly accepted and agreed to by SPEX in writing even if SPEX ships products following its receipt of the purchaser's order therefor. Acceptance by the purchaser of any products or services of SPEX, or payment therefor, shall constitute acceptance by the purchaser of these Terms and Conditions and any other provisions of any documents to which these Terms and Conditions are attached or in which these Terms and Conditions are incorporated in their entirety and without addition or modification.

1. Credit Cards:

SPEX accepts only Visa & MasterCard. Any credit card purchases in excess of \$100.00 will require a signature by the purchaser, and any credit card purchases in excess of \$250.00 will require credit card information to be faxed to SPEX.

**2. Terms of Payment by Law Enforcement Agencies:**

Except as otherwise provided herein, payment by all federal, state, county and municipal agencies and to campus police of the purchase price for SPEX products, and all other amounts payable to SPEX hereunder, shall be made in full within 30 days from the date of the invoice therefor.

A monthly service charge of 1% will be added to balances extending beyond 30 days. Returned checks may be subject to a \$25.00 service charge as determined by SPEX in its discretion. Verifiable end user information must be provided by the purchaser prior to shipment (see export license section).

SPEX shall have no liability or obligation under any Warranty while the purchaser is delinquent in making any payment due to SPEX.

3. Terms of Payment by Non Law Enforcement Agencies:

Orders placed by individuals, private security, organizations, etc. must be paid for in advance by Visa, MasterCard, money order or certified or bank cashier's check, unless prior credit arrangements have been made with SPEX.

4. Foreign Orders:

Export orders require 100% pre-payment or an irrevocable letter of credit for the benefit of SPEX from a bank or other financial institution reasonably acceptable to SPEX. All banking charges, including those of negotiating and paying banks, documentation, legalization, bid bonds, performance bonds, and/or authentication charges are to be paid by the purchaser.

5. Export Licenses:

Some products require an export license in order to be shipped from the United States to some destinations around the world. No products of SPEX will be exported outside the United States unless SPEX is satisfied that such export is in compliance with the requirements of the United States Department of Commerce and/or the United States Department of State. SPEX will process category requests and export license applications upon the receipt from the purchaser of a complete file of information including, but not limited to: The list of products, the country of destination, verifiable end-user information (including address, agency and phone and fax numbers), the intended use and application of the products and any other information that SPEX and/or the United States Department of Commerce and/or the United States Department of State may require or deem necessary.

SPEX shall not be responsible for shipment delays as a result of the export license process, but late payment service charges shall not be applicable for the period during which any order and/or product is delayed by such process.

6. Title:

The purchaser shall be liable for payment in full of the purchase price of all products ordered, as well as for all taxes and other charges payable hereunder, and risk of loss of the products shall pass to the purchaser, as soon as the products have been delivered by SPEX to the carrier. However, title to such products shall remain with SPEX, and shall not pass to the purchaser, until all amounts payable with respect thereto have been paid in full.

7. Sales Tax:

Any tax imposed by any federal, state or other governmental authority on the sale of SPEX products, and export and other tariffs, duties and customs shall be paid by the purchaser in addition to the purchase price. Notwithstanding anything to the contrary herein, if no sales tax is charged by SPEX, and the item is subject to sales tax in the purchaser's state, it is the purchaser's responsibility to, and the purchaser shall, pay such tax or reimburse SPEX for any such tax paid by SPEX upon receipt of SPEX's invoice therefor.

8. Packaging and Handling Charge:

A \$5.00 packaging and handling charge will be payable by the purchaser for all orders below \$500.00. For orders over \$500.00, a packaging and handling charge of 1% of the invoice price of the products purchased will be payable by the purchaser.

9. Returns and Refunds:

Returned unused products will be subject to a restocking fee of up to 25% of the purchase price for such products to be paid by the purchaser upon receipt of SPEX's invoice therefor, provided that SPEX may in its discretion offset any such restocking fee against any refund payable to the purchaser. Standard ordered or custom products, and products that have been used, are not returnable, and no refunds shall be given therefor, under any circumstances. Refunds will be of the actual purchase price paid for the products only, not shipping or other charges.

10. Delivery:

Unless otherwise specified by SPEX, and except as otherwise provided in Section 5 hereof (a) in-stock products ordered will be shipped within 24-48 hours after SPEX's receipt of the purchaser's order (or SPEX's receipt of payment therefor, if applicable), and (b) custom products will be shipped 2-4 weeks after SPEX's receipt of the purchaser's order (or SPEX's receipt of payment therefor, if applicable). In the case of any backorder, SPEX will ship products in stock and the back-ordered products as they become available. Please notify us if your order must ship complete. SPEX will use commercially reasonable efforts to effect shipment on or before the date indicated. SPEX shall not be liable for delay in performance or inability to perform occasioned by any unforeseen conditions or circumstances beyond SPEX's reasonably control, including, but not limited to, strike, embargo, government regulation, war, terrorist act, inability to obtain materials or services, failure of power or other utility or severe weather conditions. If performance by SPEX is delayed by reason of any such unforeseen conditions or circumstance beyond its reasonable control, SPEX shall notify the purchaser, and the time for performance by SPEX shall be extended for the period of such delay. Delays in delivery shall not be grounds for cancellation of order or reduction of purchase price.

11. Quotations and Prices:

Unless otherwise specified, quotations are firm for thirty (30) days after the date thereof.

12. Warranty: EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, SPEX DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SPEX warrants that, except as provided below, for a period of one year from the date of delivery of any forensic instrument product manufactured and delivered by SPEX, the components of such forensic instrument product will be free from defects in material or workmanship under normal use and conditions.

Notwithstanding the above, SPEX warrants that, for a period of only ninety (90) days from the date of delivery, any components of data processing equipment manufactured and delivered by SPEX included as part of a SPEX product system, such as computer, disk drives and printers, will be free from defects in material or workmanship under normal use and conditions. SPEX makes no warranty with respect to components which, by their nature, are normally required to be replaced periodically consistent with normal use or maintenance, or as listed elsewhere herein.

The above warranties do not cover components manufactured by others and which are separately warranted by the manufacturer.

The above warranties shall not apply to any SPEX-manufactured components that have been repaired or altered by anyone not authorized by SPEX in writing. The warranty shall not apply to any components subjected to misuse, adverse environmental conditions (refer to the specifications found in the pre-installation guide, user manual, and/or literature), or accident, nor to any components which are not operated in accordance with the printed instructions in the operation manual or good engineering and/or optical and/or electrical practice. Time, materials, and expenses shall be billed to the purchaser at the rates then in effect for non-contract purchasers on any repairs or replacements not covered by the above warranties. SPEX shall have no obligation under the above warranties unless the purchaser is in full compliance with the terms hereof. SPEX's entire liability, and the purchaser's exclusive remedy, with respect to any breach by SPEX of the foregoing warranties is limited to, at SPEX's discretion, (a) the return of and refund of the purchase price paid for, or (b) repair or replacement at SPEX's factory of the products purchased, or any component thereof, which SPEX has determined to be defective after inspection at SPEX's factory. All defective items that are replaced pursuant to the above warranty shall become the property of SPEX. Costs of shipping both defective items and replacements therefor shall be responsibility of, and paid by, the purchaser.

THE ABOVE WARRANTIES ARE GIVEN EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SPEX'S PERFORMANCE THEREOF SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF SELLER WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SPEX MANUFACTURED PRODUCTS. SPEX SHALL NOT BE LIABLE FOR ANY SPECIAL INDIRECT, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES.

The limitation on damages set forth above shall apply to all aspects of these Terms and Conditions and to any other documents to which these Terms and Conditions are attached or in which these Terms and Conditions are incorporated, including, without limitation, to SPEX's obligations hereunder and thereunder.

13. Hazardous Goods:

If any SPEX products are classified as hazardous goods, such products will be subject to such additional charges as may be necessary to comply with then current Department of Transportation Regulations.

14. Remedies of Purchaser:

The purchaser may cancel an order if SPEX has materially breached this Agreement and any money paid to date will be reimbursed (subject to the limitations set forth herein). The foregoing shall be the exclusive remedy of Purchaser for any breach of SPEX.

15. Remedies of SPEX:

If the purchaser fails to pay the purchase price for products ordered or any other amount payable with respect thereto as it becomes due or wrongfully rejects the products, or any part thereof, then SPEX shall have the right to recover, in addition to the purchase price of the said products and all other amounts payable in connection therewith, all costs incurred by said SPEX in recovering moneys due. In addition to the foregoing and all other remedies that SPEX may have hereunder or by law, SPEX may, without notice and in its discretion (1) bill and declare due and payable all amounts payable with respect to products ordered but not delivered under this or any other contract with SPEX and/or (2) suspend shipment hereunder and under any other contract until such default, breach or rejection is cured and/or (3) cancel any undelivered portion of this Agreement and/or any other contract in whole or in part (provided that the purchaser shall remain liable for all products delivered and for damages) and/or (4) offset any liabilities owed to the purchaser as part of this or any other contract with any payments due to SPEX under this Agreement or any other contract.

16. Ability of SPEX to Perform:

SPEX has the option to reject or cancel an order with no penalty if for any reason it becomes impractical or impossible to manufacture the ordered product.

17. Patents and Copyrights:

If any item in SPEX's design sold hereunder when used for its normal purposes are charged with an infringement of a United States patent issued on or before the date of this Agreement and if the purchaser has given prompt written notice of this charge, SPEX at its option (a) shall obtain for the purchaser the right to use such items, free of charge, or (b) shall substitute for such items other equally suitable items, or (c) at SPEX's own expense shall institute or defend any suit or legal proceeding which may arise as a result of such charge and in any such suit or legal proceeding shall satisfy any final award for such infringement. SPEX's obligations hereunder are subject to the conditions that the charged infringement not arises from the combination of the items furnished with other equipment or devices not furnished by SPEX, or from modification or alteration of the equipment, or from the use of the equipment in the performance of any patented process. These provisions set forth SPEX's entire responsibility for any claim or charge of patent infringement against the purchaser.

18. Copying of Replicating Products:

The products sold are for the purchaser's individual use and may not be copied or replicated. The purchaser shall be liable for all damages, including loss of anticipatory profits incurred by SPEX as a result of such conduct.

19. Safety Obligations:

Purchaser shall use safe operating procedures in the use of all products supplied by SPEX, including Material Safety Data Sheets supplied with any chemicals that may be supplied and the use of all safety devices and guards when operating equipment and the Purchaser shall maintain the same in proper working order. If Purchaser fails to observe the obligations contained in this paragraph, Purchaser agrees to indemnify and hold SPEX harmless from any liability or obligation incurred by SPEX arising out of Purchaser's use or misuse of any such products, including, without limitation, to persons injured directly or indirectly in connection with the use or operation by the Purchaser of the products. The foregoing indemnification shall in no event be deemed to have expanded SPEX's liability for the items.

SPEX's products are not for any cosmetic, drug, food, or household application. SPEX's acceptance of a purchase order is with the understanding that only qualified individuals, trained and familiar with procedures suitable for the products ordered, will handle them.

20. Governing Law:

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the laws of the State of New Jersey. Each of purchaser and SPEX hereby irrevocably submits to the non-exclusive jurisdiction of any New Jersey State court or any Federal court located in the State of New Jersey as to any suit, action or proceeding arising out of or relating to this Agreement, and each also hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any suit, action or proceeding in any New Jersey State court or any Federal court located in the State of New Jersey may be made by certified or registered mail, return receipt requested, direct to the purchaser or to SPEX, as the case may be, to the respective address indicated in this Agreement, and service so made shall be complete five (5) days after the same shall have been so mailed.

21. Entire Agreement:

This Agreement contains the final and entire agreement between SPEX and the purchaser and no understanding, representations, agreements, modifications, alterations or additions shall be effective unless in writing signed by SPEX and the purchaser.