

Terms and Conditions

These terms and conditions shall apply to purchases by the party identified on the Quotation (“Quotation”) attached to this document (referenced herein as “Customer” or “Licensee”) of the following items from Rigaku Automation, Inc. (“Rigaku”):

In the event of conflict with terms and conditions presented by Customer, these terms and conditions shall be deemed as controlling by virtue of issuance of a purchase order (“PO”) by Customer that references the relevant Quotation. The issuance by the Customer of a PO that references the associated Quotation number on the front of this document shall be deemed acceptance of all terms included herein and shall constitute the full agreement between Rigaku and Customer/Licensee. **RIGAKU SPECIFICALLY REJECTS ANY CUSTOMER TERMS OR CONDITIONS INCLUDED WITH OR ATTACHED TO A PURCHASE ORDER. THESE TERMS & CONDITIONS CONTROL OVER ANY OTHER TERMS OR CONDITIONS INCLUDED WITH OR ATTACHED TO A PURCHASE ORDER.**

1. Acceptance. ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THESE TERMS AND CONDITIONS. NO VARIATION OF THESE TERMS AND CONDITIONS SHALL BE BINDING UPON RIGAKU UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF RIGAKU.

2. Use Limitations. The Consumables are provided solely for research purposes. CUSTOMER ACKNOWLEDGES THAT THE CONSUMABLES HAVE NOT BEEN APPROVED FOR HUMAN USE. CUSTOMER AGREES NOT TO ADMINISTER ANY OF THE CONSUMABLES TO HUMANS IN ANY MANNER OR FORM OR TO USE THE CONSUMABLES FOR HUMAN DIAGNOSTIC OR THERAPEUTIC PURPOSES. Customer agrees to comply with all laws and governmental rules and regulations that are applicable to Consumables or their use. Specifically, Customer agrees to comply with any export control laws and regulations applicable to Consumables.

3. Limitation of Warranties and Liability. The Consumables are experimental in nature. As such, RIGAKU MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT. In no event shall Rigaku be liable for any use by Customer of the Consumables or any loss, claim, injury, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Consumables. Customer agrees to indemnify, defend, and hold harmless Rigaku, its officers, agents, and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the use or disposition of the Consumables by Customer, except to the extent resulting from the gross negligence or willful misconduct of Rigaku.

4. Remedies. Customer’s sole and exclusive remedy with respect to Consumables that prove to be defective or nonconforming shall be replacement of the Consumables or refund at Rigaku’s sole discretion. The remedies provided herein are Customer’s sole and exclusive remedies. In no event shall Rigaku’s liability exceed the purchase price of the applicable Consumables. Without limiting the generality of the foregoing, in no event shall Rigaku be liable, whether in contract, tort, warranty, or under any statute or on any other basis, for direct, indirect, punitive, incidental, multiple, consequential, or special damages sustained by Customer or any other person or entity, whether or not foreseeable and whether or not Rigaku is advised of the possibility of such damages. No agent, employee, or

representative of Rigaku or its affiliates has any authority to modify the terms of these warranties or to bind Rigaku to any additional warranty or representation not contained herein, and any such warranty or representation is not binding on Rigaku unless in a writing signed by an authorized executive officer of Rigaku.

5. No Transfer of Intellectual Property Rights. These terms and conditions shall not be deemed to transfer, through ownership, license or other means, any rights in any intellectual property of Rigaku.

6. Shipping Terms. Continental USA orders are shipped by FedEx Two-Day delivery or FedEx Priority Overnight delivery. International orders are normally shipped by FedEx Priority International service with delivery in two to five working days. Rigaku reserves the right to utilize alternative shipping methods. Orders will be shipped FOB Rigaku shipping point, unless otherwise indicated in the Quotation. Freight costs will be prepaid and added to your invoice. Orders received before 1:00 p.m. PST will be shipped on the same day. Orders received after 1:00 p.m. PST will be shipped on the next business day. You will be informed of any backorders or other delays at the time of your order.

7. Damage, Claims, Returns. Please inspect all packages upon receipt and inform Rigaku immediately of any damage or problems. In case of damage, please retain the shipping box and any other documentation of damage. Damaged Consumables will be replaced at no additional cost to the customer. Returns can be accepted, subject to approval from Rigaku, if we are notified within 10 working days of receipt through the issuance of a Return Authorization Number. If Consumables have been shipped to you in error, they are returnable for credit, replacement, or exchange provided the items are returned with their shrink-wrap intact. No shipping costs will be applied for items that are returned because of an error on our part. The shipping costs for items returned as the result of a customer error will be paid for by the customer. Custom Screens are not refundable or returnable.

8. Payment Terms. Our payment terms are net 30 days from the date of shipment, payable in U.S. dollars, unless otherwise indicated in the Quotation. Payments are subject to a 1.5% monthly late charge if payment is not received within 30 days after shipping. Custom Screens may be subject to a 30% deposit at the time of the initial order.

International Customers please make payments in U.S. dollars by a check drawn from a U.S. bank, a money order, or a wire transfer. Please note that any bank or service charges will be charged back to the customer. Credit cards are welcome. Visa and MasterCard are accepted.

9. Governing Law. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Washington, excluding its conflict of law rules.

10. General. Under no circumstances will any terms and conditions or standard agreement of Customer be accepted by Rigaku, and any attempt to include such terms and conditions and/or agreement shall be deemed specifically rejected by Rigaku. Except to the extent identified on the Quotation document, these terms and conditions supersede all prior agreements and understandings between the parties hereto. No modification of or amendment hereto, nor waiver of any right hereunder, will be effective unless in writing signed by an authorized representative of both parties; however, the parties may agree to terms inconsistent with, or in addition to, these terms and conditions by mutual agreement. Such terms shall be noted on an order signed by authorized signatories of each party.