TERMS & CONDITIONS

1. DEFINITIONS

1.1. INSTEC means Instec, Inc. or its employees acting on its behalf.

1.2. CUSTOMER means the person, association, organization, company, private limited company, and public limited company, including any agents, officers and employees representing or acting on behalf of the customer.

1.3. EQUIPMENT means the range of heating and freezing stages, temperature programmers and other hardware or software and any other goods or services supplied by Instec including repairs, alterations and enhancements to such hardware, software and goods.

1.4. SPECIFICATION means the details of the system requirements, in respect of the EQUIPMENT.

1.5. DELIVERY of EQUIPMENT means delivery or dispatch by any means or collection effected by CUSTOMER.

2. GENERAL

2.1. These "Terms & Conditions" are governed by the laws of the State of Colorado, exclusive of Colorado choice of law principles. The United Nations Convention on the International Sale of Goods ("CISG") shall not apply. The parties agree that the exclusive venue for pursuing any claim arising hereunder shall lie in the state or federal courts of Colorado, but that the judgment from such courts may be enforced in any court of competent jurisdiction.

2.2. The terms contained herein shall apply to the exclusion of and notwithstanding any terms contained in any purchase order or other document submitted by CUSTOMER.

2.3. No additions modifications or alterations to these terms shall be binding upon INSTEC unless made in writing and signed by a Director of INSTEC, INC., or other authorized employee.

3. DESIGNS, PRICES & QUOTATIONS

3.1. Unless a period of validity is specifically stated in writing, quotations are subject to revision without notice.

3.2. Unless specifically stated to the contrary, prices quoted shall not include training, installation, delivery, packaging, insurance and any other special handling charges.

3.3. Unless specifically stated to the contrary, prices quoted shall exclude all taxes, and specifically exclude Value Added Tax (VAT) which shall be charged to the CUSTOMER at the prevalent rate.

3.4. Any period or times stated for delivery or compliance with any contractual obligation are estimates only, and INSTEC shall NOT be liable for any loss or damage resulting from delay or failure to notify any such delay nor shall time for delivery be of the essence of the contract.

3.5. Changes in or additions to the SPECIFICATION may result in variations in estimates of times and prices.

3.6. While INSTEC shall strive to ensure that the advice given and representations made are correct and in the CUSTOMER'S best interest according to INSTEC'S knowledge and the information made available, it is the CUSTOMER'S sole responsibility, before placing an ORDER, to satisfy themselves as to the viability and suitability of the EQUIPMENT for their purpose and in general.

4. ORDERS

4.1. Orders are accepted from CUSTOMER only under INSTEC'S standard terms and conditions unless otherwise agreed to by INSTEC in writing.

4.2. Once order has been received, it may not be cancelled or varied unless at INSTEC 'S sole discretion, notified in writing, in which case CUSTOMER shall indemnify INSTEC for all costs and expenses occasioned thereby including any consequential loss and loss of profits.

4.3. If INSTEC is unable for any reason to fulfill an order any payment by CUSTOMER shall be refunded but without liability to INSTEC as to any further loss or damage thus caused.

5. DELIVERIES

5.1. CUSTOMER'S signature on INSTEC 'S documents or couriers documents shall constitute full and conclusive PROOF of satisfactory delivery accepted by CUSTOMER.

5.2. Where a DELIVERY has been accepted "unexamined", and subsequently found incomplete or the EQUIPMENT faulty, CUSTOMER must notify INSTEC immediately by telephone and in writing and in any event within 7 days of DELIVERY. Failure to do so may invalidate any claim.

5.3. Where DELIVERY is stayed by CUSTOMER'S unwillingness or inability to make arrangements or to accept same or to make full payment, INSTEC may effect DELIVERY by giving written notice that the EQUIPMENT is ready. If pursuant to this notice being given or at CUSTOMER'S request, INSTEC store the EQUIPMENT then CUSTOMER shall be liable for and shall reimburse INSTEC for all costs and expenses in relation to such storage including any transit costs and insurance.

5.4. INSTEC may deliver part of any order and require payment for that part.

5.5. INSTEC shall not be liable for any customs duties or other local taxes.

5.6. CUSTOMER assumes all risk for EQUIPMENT that leaves INSTEC premises. INSTEC shall have no liability for direct or indirect loss or damages due to failure for any reason to meet scheduled shipment dates or failure to notify any such delay.

5.7. Unless otherwise agreed in writing, INSTEC may affect DELIVERY of part only of any order and to treat such part DELIVERY as complete for the purpose of raising invoices and receiving payment for that part, notwithstanding the status of the remainder of the order.

5.8 In the event that the EQUIPMENT is lost or damaged during transit, Instec will bear full responsibility and replace the EQUIPMENT. CUSTOMER must notify INSTEC in writing within 10 days of delivery to initiate a replacement claim. This clause applies to EQUIPMENT shipped by INSTEC or its designated carriers.

6. TITLE & RISK

6.1. EQUIPMENT DELIVERED to CUSTOMER shall remain the property of INSTEC (and may be repossessed) until paid for in full and all amounts owed by CUSTOMER to INSTEC in respect of any other EQUIPMENT supplied by INSTEC are also paid in full. See also 13.2. for title with regard to software.

6.2. Until the title has passed to CUSTOMER, the CUSTOMER shall be the trustee of the EQUIPMENT for INSTEC and if CUSTOMER sells or otherwise disposes of EQUIPMENT the proceeds of such sale or disposal shall be held in trust for INSTEC and INSTEC shall be entitled to trace the proceeds into any Bank or other account maintained by CUSTOMER.

6.3. The risk in the EQUIPMENT shall pass to CUSTOMER upon leaving INSTEC'S premises, thereafter CUSTOMER shall be responsible for its care safekeeping and maintenance as well as insurance which should be comprehensive and have INSTEC 'S interest endorsed thereon until full payment has been received by INSTEC.

6.4. When EQUIPMENT is taken by INSTEC for repair, the risk in the EQUIPMENT shall remain with CUSTOMER but regardless of title, INSTEC may refuse to release the EQUIPMENT until all charges and outstanding accounts are settled in full and INSTEC may sell or otherwise dispose of the EQUIPMENT if not collected (and all charges and accounts paid in full) by CUSTOMER after six months from the date of the Returns Note.

6.5. Although INSTEC's insurance provides some coverage while EQUIPMENT is on INSTEC's premises, it is the CUSTOMER's responsibility to insure the EQUIPMENT against theft, loss in transit, delay, damage, loss of data and all other risks.

7. PAYMENT & CREDIT TERMS

7.1. Unless stated otherwise on the invoice, all EQUIPMENT must be paid for in full within 30 days of receipt of invoice.

7.2. Payment is to be made in U.S. Dollars unless otherwise agreed prior to placement of order.

7.3. The invoice is the final demand to pay. No further statements or requests to pay shall normally be issued, any exceptions being at INSTEC 'S discretion.

7.4. INSTEC shall charge interest at 1.2% per month or part month on all accounts unpaid after due date.

7.5. INSTEC shall charge CUSTOMER all solicitors fees, debt collection agency charges, court costs and all other expenses incurred in the collection of overdue accounts.

7.6. INSTEC shall not be liable for any customs duties or other local taxes unless specifically agreed to, in writing, in advance.

7.7. In the event that CUSTOMER incurs bankruptcy, insolvency, liquidation or the appointment of a receiver during or after DELIVERY the full price of EQUIPMENT shall become due immediately (less any sums already paid) and INSTEC at its sole discretion may cancel the contract and suspend DELIVERIES.

7.8. In the event of prior sale by CUSTOMER, INSTEC shall be entitled to the proceeds of such sale or to claim for such proceeds, without prejudice to any claim on the EQUIPMENT and any claim against the CUSTOMER.

7.9. In no event shall any dispute concerning any item or part of the EQUIPMENT effect CUSTOMER'S obligation in respect of payments for other items or parts of such EQUIPMENT DELIVERED.

8. REPOSSESSION

8.1. If CUSTOMER defaults on payment or other obligation, INSTEC shall repossess EQUIPMENT and reserves the right to enforce other remedies against CUSTOMER indebtedness including demanding payment of interest (7.4), costs incurred, and compensation for EQUIPMENT use or loss.

9. RETURNS & CREDITS

9.1. INSTEC shall not accept EQUIPMENT returns without giving prior approval to CUSTOMER with a Return Merchandise Authorization (RMA).

9.2. EQUIPMENT shall be delivered before the end of the warranty period to INSTEC or to an authorized service center, unless EQUIPMENT is covered by an on-site manufacturer's warranty or a maintenance contract.

9.3. CUSTOMER shall be responsible for all costs of delivery to INSTEC and all cost of return delivery after repair from INSTEC to CUSTOMER.

9.4. CUSTOMER shall be responsible to securely pack EQUIPMENT and to provide full coverage delivery insurance or to assume all risk of damage or loss in transit of EQUIPMENT to and from INSTEC.

9.5. CUSTOMER shall return with EQUIPMENT all parts and accessories included in initial purchase, all hardware and software, and all proof of purchase documentation if EQUIPMENT was obtained from a dealer.

9.6. INSTEC shall NOT accept EQUIPMENT returns for full or partial refund or credit except at INSTEC 'S sole discretion and with particular regard to 9.7.

9.7. INSTEC shall examine any EQUIPMENT returned for repair (or for refund or credit) whether under warranty or not and shall levy appropriate charges if established that:

9.7.1. The EQUIPMENT is not of INSTEC supply; the onus is upon the CUSTOMER to provide proof of purchase.

9.7.2. The EQUIPMENT has been misused or mishandled.

9.7.3. Any unauthorized repair has been attempted.

9.7.4. There is no fault in the EQUIPMENT.

9.8 INSTEC shall not redeliver EQUIPMENT until CUSTOMER pays in full for repair or service.

10. WARRANTY

10.1 INSTEC warrants to CUSTOMER that EQUIPMENT shall conform to the specifications set forth by INSTEC, and shall remain free of defects in workmanship and materials for a warranty period defined as follows, unless otherwise stated in INSTEC documentation delivered to CUSTOMER, or unless a lesser or greater warranty period is offered by a manufacturer:

10.1.1. NEW EQUIPMENT = one year from date of DELIVERY to CUSTOMER.

10.1.2. REPAIRED EQUIPMENT = 30 days from date of DELIVERY to CUSTOMER after repair.

10.1.3. FRAGILE GOODS = one day after date of DELIVERY to CUSTOMER. These goods include, but are not limited to: glass windows, ceramic chucks, ceramic plates

10.2. INSTEC shall not be liable for any cosmetic defects or color deviations of the EQUIPMENT in any visualizations, including in electronical form. All EQUIPMENT is hand-tested by technicians before DELIVERY. This individual testing often

results in minor cosmetic defects such as stains or discoloration. These defects shall not affect the performance of the EQUIPMENT.

10.3 Warranty certificate may be required at INSTEC'S discretion as proof of age, where serial numbers are not available.

10.4. This warranty of EQUIPMENT shall be null and void because of, but not limited to, the following CUSTOMER actions:

10.4.1. Storing or operating EQUIPMENT at any temperature outside the stated operating and storage temperature ranges.

10.4.2. Performing or attempting to perform unauthorized service or repair of EQUIPMENT.

10.4.3. Subjecting EQUIPMENT to accident, misuse, abuse, or unauthorized alteration or modification, as determined by INSTEC.

10.4.4. Reselling EQUIPMENT except through an authorized dealer.

10.5. At the discretion and judgment of INSTEC, and upon inspection or determination of EQUIPMENT condition, and upon establishing that EQUIPMENT is delivered to INSTEC before the end of EQUIPMENT'S warranty period as stated in 10.1., should EQUIPMENT be determined by INSTEC to have malfunctioned during the warranty period because of a defect in workmanship or material, or to have developed a fault under normal usage, INSTEC shall either:

10.5.1. Repair or replace EQUIPMENT at no charge to CUSTOMER, or,

10.5.2. Return to manufacturer for repair or replacement, at no charge to CUSTOMER, any EQUIPMENT from another manufacturer supplied by INSTEC, except that INSTEC'S liability shall not extend beyond any corresponding liability of the manufacturer (or intermediate distributor or supplier to INSTEC) in respect of such EQUIPMENT.

10.6. EQUIPMENT requiring repair, service, or replacement under this WARRANTY shall be delivered to INSTEC, or to an authorized service center of INSTEC, according to the following conditions:

10.6.1. In returning EQUIPMENT for inspection or repair, CUSTOMER shall be responsible for all costs of delivery of EQUIPMENT to INSTEC and all costs of return delivery of EQUIPMENT after repair from INSTEC to CUSTOMER, including all shipping and handling charges.

10.6.2. CUSTOMER shall be responsible to securely pack EQUIPMENT and to provide full coverage delivery insurance or to assume all risk of damage or loss in transit of EQUIPMENT to and from INSTEC.

10.6.3. Unless EQUIPMENT is covered by an on-site manufacturer's warranty or a maintenance contract, the standard warranty terms are "Return to Base" which requires EQUIPMENT to be returned to INSTEC for repair. The cost of returning the EQUIPMENT to INSTEC's premises is the responsibility of the CUSTOMER. INSTEC will cover the cost of returning the EQUIPMENT to the CUSTOMER (excluding duties or taxes).

10.6.4. CUSTOMER shall return with EQUIPMENT all parts and accessories included in initial purchase, all hardware and software, and all proof of purchase documentation (if EQUIPMENT was obtained from a dealer), unless directed by INSTEC.

10.6.5. If unable to repair or replace EQUIPMENT, INSTEC shall refund the original purchase price paid by CUSTOMER, subject to 10.4.

10.7. Under certain circumstances INSTEC may, at its sole discretion, charge return delivery and handling charges.

10.8. DISCLAIMER: The foregoing WARRANTY is in lieu of and to the exclusion of all other warranties, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. INSTEC INC.'s liability and the CUSTOMER's exclusive remedy for breach of the foregoing warranty shall be limited to the repair or replacement of the EQUIPMENT or refund of the purchase price. Under no circumstances shall INSTEC be liable to CUSTOMER in any way for damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or misuse of EQUIPMENT, or INSTEC's breach of the foregoing WARRANTY.

11. REPAIRS

11.1. INSTEC shall strive to complete all repairs as speedily as possible but INSTEC shall NOT be liable for any loss or damage resulting from any delay in effecting repairs or from incomplete or faulty repairs whether under warranty or not.

11.2. A Minimum Repair is the repair to cure the observable or readily identifiable symptom of the fault as specified on the Repair Note, but not necessarily the cause of the symptom or fault and it does not include a service or general overhaul of the EQUIPMENT. If the symptom should return or develop again, INSTEC may at their sole discretion levy a fresh charge for a fresh repair or re-repair.

11.2.1. In order to discover the fault INSTEC may need to carry out significant diagnostic checks which will incur labor charges.

11.3. A Full Repair is a repair to the symptom as well the cause of the fault as specified on the Repair Note. This does not infer or make any further guarantees other than that any subsequent occurrence of the fault within the warranty period shall be repaired free of charge or if uneconomic (at INSTEC 's sole discretion) a full refund shall be made. It does not include a service or general overhaul of the EQUIPMENT

11.4. A Minimum Handling Charge shall be levied on all repairs taken by INSTEC, regardless of the outcome, including cases when the attempted repair is unsuccessful or is aborted for any reason or when there is no fault found or when the EQUIPMENT is beyond economic repair.

11.5. A Minimum Repair Charge shall be levied on every "Minimum Repair", as well as estimate for repair, regardless of the value of the EQUIPMENT or the value or complexity of the repair whether carried out or estimated. This shall cover the minimum handling charge, and in most but not all cases the minimum labor charge. Further labor and any parts required shall be charged extra.

11.6. CUSTOMER'S EQUIPMENT shall attract a Storage Charge if unclaimed more than 6 months after the Repair Note date.

11.7. INSTEC shall not be responsible for any customs duties or other local taxes that may be incurred when returning repaired or replaced items, unless specifically agreed to in writing in advance.

11.8. In the case of EQUIPMENT that is not under warranty, INSTEC and CUSTOMER shall freely negotiate a contract for service and for any limited warranty extension due to service. INSTEC shall not be obligated to provide service for EQUIPMENT out of warranty.

12. TRADE / DISCOUNTED TERMS

12.1. When CUSTOMER and INSTEC have freely and openly negotiated the contract indicated by phrases such as "Trade Terms" or "Discounted Terms" or "Sale Goods" on INSTEC 'S documentation thus limiting INSTEC 'S warranty obligations, INSTEC shall levy a handling charge or a support charge or both, if required to provide any service including (but not restricted to) repair under warranty and the CUSTOMER acknowledges that a higher price would be payable but for such limitation.

13. SOFTWARE

13.1. The term "software" shall include programs in any form, language, or operating environment, plus the media on which supplied and manuals if any.

13.2. All software is owned by INSTEC and only licensed to CUSTOMER under the condition that the CUSTOMER shall:

13.2.1. not modify or interfere with software.

13.2.2. not make copies of the software for any other purpose than for use by CUSTOMER.

13.2.3. keep all copies secure and respect the confidentiality of software.

13.2.4. not disclose or otherwise permit any third-party access to software or allow to be caused any unauthorized copying or breach of copyright.

13.2.5. not sell, donate, assign, or otherwise transfer the license to any third party, unless authorized by INSTEC as a distributor or agent.

13.2.6. maintain adequate backup of software and all data.

13.2.7. be solely liable for any loss or damage of software or data.

13.3. CUSTOMER shall comply with the terms attaching to each item of software and failure to do so may result in CUSTOMER'S license being revoked and other punitive measures against which CUSTOMER must keep INSTEC fully indemnified.

13.4. In the event that software fails to conform to its advertised description or abilities or proves in any way to be defective, INSTEC, at its sole discretion, shall assist CUSTOMER to repair software or to acquire updated versions, but shall not have any other obligation or be liable in any way.

13.5. All software is DELIVERED "as is" and in the event that software fails to conform to its EQUIPMENT description or advertised abilities or proves in any way to be defective INSTEC shall normally (at their sole discretion) assist in rectifying the problem and/or supplying corrected version but shall NOT have any other obligation or be liable in any way.

13.6. It is the CUSTOMER'S sole responsibility to take and keep adequate backup or copy of all software and data. INSTEC shall not be liable for any loss or damage resulting from a loss or corruption of CUSTOMER'S software or data.

14. SUBCONTRACTING

14.1. INSTEC may subcontract all or part of any order received from or contract made with CUSTOMER.

15. LIABILITY

15.1. Except in respect of personal injury or death caused by INSTEC 'S negligence, INSTEC shall not be liable for any consequential or direct loss or damage or loss of benefit, whether caused by breach of duty in contract, or negligence, or lack of performance of EQUIPMENT, or failure to DELIVER or delay in DELIVERING or in any other way.

15.2. Regardless of any advice, recommendation or representation, given by INSTEC whether written verbal or implied, INSTEC shall not be liable for any loss or damage sustained by CUSTOMER in any way other than as appears from these conditions.

16. ERRORS

16.1. INSTEC may rectify, without prejudice to their interests, any errors and omissions in their documentation, howsoever occasioned at any time including and after submission of quotation, receipt of order, collection, dispatch or delivery, submission of invoice and receipt of payment,

16.2. INSTEC shall not be liable for any loss or damage directly or indirectly caused by any error or omission in any of its documents.