ROTUNDA
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TERMS AND CONDITIONS OF SALE

1. GENERAL. **Rotunda Scientific Technologies LLC** ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and services ("Services") listed on the face hereof (the "Order") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any terms contained in any document issued by Buyer, including without limitation Buyer's purchase order, are expressly rejected, and if the terms and conditions herein differ from the terms of Buyer's offer, this document shall be construed as a counteroffer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the Services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products and Services. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice; provided, however, that all prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products and Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of changes in scope, specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation. Unless otherwise agreed to in writing by Seller, all Orders are subject to a minimum order value of US$250.00, exclusive of taxes, duties, tariffs, shipping, insurance, and other applicable charges.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, value added, and other taxes, duties and tariffs imposed with respect to the sale, shipment, delivery, performance, or use of the Products and Services, all of which taxes, duties and tariffs must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer will be responsible for any increase in tariffs or duties implemented after the date of the applicable quotation or Order.

4. TERMS OF PAYMENT. Prices for Products and Services are set forth on the face hereof. Unless otherwise set forth on the face hereof, Seller will invoice Buyer in accordance with the agreed Incoterms stated on the order for the prices of the Products and Services. If no payment terms are stated on the face hereof, payment shall be due net thirty (30) days from the date of the invoice. If Buyer fails to pay any amounts when due, with a 7 day grace period, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law) or US$50.00 whichever is greater, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified on the face hereof. WE DO NOT ACCEPT CHECKS IN ANY FORM. Any check received will be returned, and the outstanding balance will remain due. Late charges will apply as outlined above, and the Buyer's account will be placed on a Cash in Advance basis until payment is received. All payments by wire transfer must be remitted in full, inclusive of any bank or intermediary service charges. Failure to remit the full amount due may result in the outstanding balance being carried forward and subject to applicable late fees or interest, as determined by the terms of this agreement.

5. DELIVERY; ACCEPTANCE, CANCELLATION OR CHANGES BY BUYER. The Products will be shipped Ex Works (Incoterms 2020) to the destination specified by Buyer with all costs of shipping and insurance borne by Buyer unless explicitly stated otherwise. Shipping and insurance costs may be prepaid and added to the invoice if so elected by Buyer and indicated on the face hereof. Buyer must inspect the Products upon receipt and report any issues, defects, or nonconformities to Seller in writing within seven (7) calendar days. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. This Order may not be canceled by Buyer except with Seller's written consent and upon payment of Seller's cancellation charges of 25% of the customers purchase order prior to discounts. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller and payment of Seller's cancellation charges. Any Product provided by the Buyer for service and left on Seller's premises for more than 60 days without pickup or further instructions will be deemed abandoned and title of the Product automatically transfers to Seller. After this 60-day period, the Product may be discarded, repurposed, or sold by Seller to recover costs incurred by Seller, including storage, handling, and maintenance fees.

   In addition, cancellations or modifications of scheduled Services are subject to the following charges: (a) For onsite Services, cancellations or modifications made less than five (5) business days prior to the scheduled service date will incur a fee equal to 25% of the Service price specified in the Order. (b) For remote Services, cancellations or modifications made less than twenty-four (24) hours prior to the scheduled Service time will incur a fee equal to 25% of the Service price in the Order. These cancellation fees are intended to cover scheduling, preparation, and lost allocation of resources, and will be invoiced to Buyer accordingly.

6. TECHNICAL SUPPORT POLICY. Seller provides complimentary quick-response technical support for ninety (90) days from the date of shipment of Product to Buyer. Continued support thereafter, as well as support for custom applications, standalone operation, or research-related inquiries, may require the purchase by Buyer of a paid support plan from Seller.

7. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier in accordance with the shipping terms specified in Section 5 above; provided, however, title to the Products shall remain with Seller until payment in full for the Products and been received by Seller, and title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be, as described below.

8. WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products such as software and disposable items. All service work, unless otherwise specified, shall have a warranty period of ninety (90) days from the date of service completion (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Authorization ("RA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty.

   In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

   Seller represents that all Services will be performed in a professional and workmanlike manner. In the event Buyer notifies Seller in writing within 30 days of completion of the Services that the Services do not conform to Seller's standard specifications for the Services, as Buyer's sole remedy Seller will remedy the issue.

   THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE DEFECTIVE PRODUCTS AND SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF DEFECTIVE PRODUCT AND SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

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11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER OR RELATED TO THIS ORDER, THESE TERMS AND CONDITIONS AND THE PRODUCTS AND SERVICES PURCHASED HEREUNDER (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. MISCELLANEOUS. (a) Buyer may not delegate, transfer or assign this Order, or any rights, obligations or claims hereunder, without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State Ohio, USA, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Richland County, Ohio in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (c) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (g) Any notice or communication required or permitted hereunder shall be in writing and shall be sent by certified mail, postage prepaid, or by internationally recognized courier (such as FedEx, etc.) to a party at the address specified herein or at such other address as either party may from time to time designate to the other and shall be deemed received when delivered.