



Full Spectrum Group, LLC

Terms and Conditions of Product/Instrument Sale

Full Spectrum Group Inc. ("Seller") has agreed to sell to the Buyer ("Buyer") identified in the accompanying sales quotation (the "Quotation") the Parts, Product or Products/Instruments listed on the Quotation (each a "Product," collectively the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions of sale set forth herein (these "Terms and Conditions"). Buyer's acceptance of the Quotation constitutes Buyer's acceptance of these Terms and Conditions. To the extent any conflict may arise between these Terms and Conditions and terms and conditions Buyer may have proposed to Seller (including any such terms and conditions which are part of Buyer's purchase order), these Terms and Conditions shall control. All orders are subject to acceptance in writing by an authorized representative of the Seller. Unless otherwise expressly agreed in writing, all sales are subject to the following terms and conditions:

1. PRICE.

All prices quoted by Seller or Seller's representatives are valid for 45 days, unless otherwise specified in writing by Seller. If no price has been quoted, the Seller's price in effect at the time of shipment of the Products shall control. All prices may change at any time without notice and are subject to adjustment for specifications, quantities, raw materials, cost of production, shipment arrangements, or other terms or conditions which are not included in Seller's original quote.

2. TAXES.

Buyer shall be solely responsible for all sales, use, or excise taxes that Seller may be required to collect with respect to the sale and transportation of the Products or Services delivered to Buyer hereunder, except in the case in which Buyer provides Seller written proof of Buyer's exemption from such taxes.

3. PAYMENT.

All payments for Products shipped shall be due and payable in accordance with payments terms agreed to and included in the Quotation. If not explicitly stated in the Quotation, Sales payment terms shall be as follows:

(a) Instrument Sales: 50% of the full value of all quoted items upon acceptance of the Quotation (the "purchase price") and the remaining 50% of the full purchase price upon customer acceptance at installation.

(b) Part Sales/Other: All payments for Products shipped shall be due and payable 30 days from the date of invoice unless otherwise noted on the Sales Order acknowledgment issued after receipt of Purchase Order.

All payments shall be made in U.S. dollars via: ACH, EFT, Wire Transfer, or other electronic interface method that directly exchanges funds between the Buyer's and Seller's bank accounts; a check payable to Full Spectrum Group LLC and sent to 1252 Quarry Lane, Pleasanton, California, 94566, USA; or a credit card.



4. DELIVERY OF PRODUCTS.

(a) The Products shall be shipped to the address specified by Buyer on the Buyer's Purchase Order and confirmed by the Seller's Sales Order. All shipping dates are approximate only, and Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver due to any cause beyond Seller's reasonable control or because of customer delays.

(b) All Products shipped within the continental United States shall be shipped FOB Shipping Point. All related shipping costs, including loading and transportation costs, shall be added to Buyer's invoice and paid by Buyer prior to shipment in U.S. dollars in accordance with the permitted forms of payment described in Section 3 hereof.

(c) Rights of ownership, risk of loss and transfer of title are all conveyed to the Buyer FOB Shipping point if Product is shipped via a third-party common carrier. Rights of ownership, risk of loss and transfer of title are all conveyed to buyer at time of delivery if Product is delivered by FSG personal.

(d) Seller reserves the right to make partial shipments of the Products and to invoice each shipment separately. Seller additionally reserves the right to terminate an order or reschedule the shipment within a reasonable time. Buyer shall 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.

5. CHANGES BY BUYER; CANCELLATION. A Buyer Purchase Order that Seller acknowledged via a Sales Order shall not be modified or canceled without Seller's prior written consent. In the event Seller consents to modification or cancellation of any order, in addition to adjusting the price, Seller, in its discretion, may impose a reasonable service fee.

6. WARRANTY.

(a) Instruments - Seller warrants that the Products shall 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 a period of 12 months from the date of shipment to Buyer (the "Warranty Period"), unless otherwise specified in writing by Seller. Consumables and perishables are expressly excluded from this warranty. Warranty service will not be provided until all payments for Products are received by Seller and made in full. Parts - New or refurbished parts are sold with a 90-day warranty unless otherwise stated in writing by Seller prior to shipment.

(b) EXCEPT AS OUTLINED IN SECTION 6(a), THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS SHALL BE SUITABLE FOR BUYER'S USE, INCLUDING BUYER'S USE OF THE PRODUCTS IN COMBINATION WITH OTHER MATERIALS OR IN THE PRACTICE OF ANY PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF THE



PRODUCTS DELIVERED HEREUNDER WHETHER USED IN COMBINATION WITH OTHER MATERIALS OR IN THE PRACTICE OF ANY PROCESS.

(c) 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.

(d) Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third-party supplier are not warranted by Seller. Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third-party supplier to the extent such assignment is allowed by such original manufacturer or third-party supplier. The warranty provision of Section 6(a) shall not apply to Products supplied or manufactured by third parties.

7. WARRANTY PROCEDURE

(a) During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products to cause the same to operate in substantial conformance with published specifications. Buyer agrees to promptly notify Seller through the "Request Service" process listed in section 14 upon the discovery of any defect, which shall include the product model and serial number (if applicable) and details of the warranty claim (the "Claim"); however, any failure by Buyer to provide such notice shall not relieve Seller of its warranty obligations under these Terms and Conditions except to the extent Seller can demonstrate actual prejudice as a result of such failure.

(b) Any maintenance, repair, service 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 concerning the affected Products.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL SELLER OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF ANY USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSSES ARISING OUT OF OR RELATED TO BUYER'S USE OR INABILITY TO USE THE PRODUCTS, HOWEVER, CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO SOME BUYERS. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER FOR ALL DAMAGES EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE PAID BY BUYER TO



SELLER CONCERNING THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) \$1,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. INDEMNIFICATION.

Buyer shall indemnify, defend and hold harmless Seller, its parent, subsidiaries, affiliates, and divisions, and their respective officers, directors, managers, shareholders, members, and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) to the extent arising from or in connection with (a) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (b) use of the Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (c) Seller's compliance with designs, specifications or instruction provided to Seller by Buyer; (iv) use of the Product in an application or environment for which it was not designed; or (d) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer's obligations under this Section 10 shall survive the termination or expiration of these Terms and Conditions.

10. MISCELLANEOUS TERMS.

(a) The validity, interpretation, and performance of these Terms and Conditions concerning the Products shall be governed and construed in accordance with the laws of California, without reference to its choice of law provisions. Each party hereby irrevocably consents to the state's exclusive jurisdiction and federal courts located in Orange County CA, USA, in any action arising out of or relating to these Terms and Conditions. Any action arising under these Terms and Conditions must be brought within one year from the date that the cause of action arose.

(b) In any action to enforce a party's rights arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

(c) In the event of any legal proceeding between Seller and Buyer relating to these Terms and Conditions, Seller and Buyer hereby waive any right they may have under applicable law or otherwise to a right to a trial by jury.

(d) Neither these Terms and Conditions nor any right or obligation hereunder may be assigned or otherwise transferred by Buyer, directly or indirectly, by operation of law or otherwise without the prior written consent of Seller. Seller may assign its rights, and delegate its obligations, in whole or in part, at any time.

(e) Seller and Buyer are not, in any way or for any purpose, partners or agents in connection with these Terms and Conditions, nor is a joint venture created thereby.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered, one business day after being sent by overnight mail, or



three business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate.

(g) Buyer agrees that all pricing, discounts, and technical information that Seller provides to Buyer are confidential information of Seller. Buyer agrees to keep such information confidential and not disclose such information to any third party and use such information solely for Buyer's internal purposes and in connection with the Products or Services supplied hereunder.

(h) No modification or waiver of these Terms and Conditions shall be binding upon Seller unless expressly approved in writing by Seller. No modification or waiver shall be affected merely by acknowledging or accepting purchase order forms containing other or different terms, whether or not signed by Seller.

(i) In the event that any provision or section herein is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions shall not be impaired or affected thereby, and each provision or section shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

(j) The section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of these Terms and Conditions or in any way affect these Terms and Conditions.

(k) These Terms and Conditions set forth all the covenants, promises, agreements, conditions, and understandings between Buyer and Seller concerning the purchase of the Products or the providing of Services, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to these Terms and Conditions shall be binding upon Seller unless reduced to writing and signed by Seller.

11. REQUEST SERVICE PROCESS.

(a) Go to the website, www.fsaservice.com, and select the blue "Request Service" button on the screen's upper right-hand side.

(b) Fill out the form, including all required information, a description of the issue, and select Submit.

(c) The request will be distributed to our Technical Call Center and the appropriate service team by region.

(d) An email will be sent to the email's contact verifying the request, and a qualified engineer will be in contact to schedule service