



**SERACARE LIFE SCIENCES, INC.**  
**Terms and Conditions**

1. SeraCare Life Sciences, Inc. ("SeraCare") or any specified subsidiary of SeraCare Life Sciences, Inc. SeraCare reserves the right to extend these Terms and Conditions to any of its subsidiaries.
2. If Customer accepts or uses the Products covered hereby, Customer shall be deemed to consent to accept and consent to these Terms and Conditions. If SeraCare and Customer have heretofore entered into a formal written contract containing specific terms covering the sale of such Products, the Terms and Conditions of such formal written contract shall govern.
3. Cancellation/Change Orders arising hereunder may not be changed or amended only by written agreement signed by both SeraCare and Customer.
4. Upon receipt of purchase order from Customer, or notification of material acceptance by Customer, delivery date(s) will be determined and scheduled. If Customer does not take receipt of Product by said agreed upon delivery date, storage fees of 20% of Product value will be charged on a monthly basis. If Customer cancels purchase order after material has been manufactured, or reserved for the Customer a restocking fee of up to 100% of the sale price of the Product will be charged.
5. Unless otherwise specified, payments are net 30 days from receipt of invoice, in U.S. Dollars. Unpaid balances will accrue interest at a rate of 1.5% per month past due. Customer shall incur a 3% convenience charge for any payment made by credit card.
6. Delivery terms shall be F.O.B. SeraCare, freight and shipping will be added as separate line items to the invoice. Title and risk of loss shall pass to Customer upon delivery to the carrier. SeraCare reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of Customer's obligations to accept remaining deliveries.
7. Upon Customer's receipt of Products shipped hereunder, Customer shall inspect the Products and notify SeraCare's Customer Services Department within fourteen (14) days of receipt of any claims for shortages, overshipment, defects or damages. Any Product not rejected during such fourteen (14) day period will be deemed to be accepted by Customer. No Products are authorized to be returned to SeraCare without prior authorization by SeraCare and accompanied by a written explanation from Customer setting forth the basis or bases for such claim. Freight payment will be determined after return goods authorization has been granted. Products shall be shipped to the appropriate SeraCare facility, 37 Birch Street, Milford, Massachusetts 01757 or 217 Perry Parkway, Gaithersburg, Maryland 20877.
8. Any handling fees of any nature whatsoever imposed by SeraCare shall be paid by Customer and noted as a separate line item on the invoice.
9. Any tax, duty, or other fee of any nature whatsoever imposed by a government authority on or measured by the transaction between SeraCare and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event SeraCare is required to pay any such charges, Customer shall reimburse SeraCare. In lieu of such payment, Customer shall provide SeraCare at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, duty, or fee.

10. SeraCare does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims of any United States or other patents covering the use thereof in combination with other products or in the operation of any process. Additionally, Customer is required to indemnify SeraCare from any legal action that may result from a custom order, or from Customer's use of a product manufactured by SeraCare under these Terms and Conditions.
11. SeraCare warrants to Customer, our direct Customer, that our Products shall conform substantially to the description of such Products as provided in our catalogues and literature accompanying the Products until their respective expiration dates, if applicable. According to normal manufacturing industry standards, Products using bulk processed materials may have a higher or lower volume within ten percent of the product quantity ordered. **THIS WARRANTY IS EXCLUSIVE, AND SERACARE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** SeraCare's warranty shall not be effective if SeraCare determines, at its sole discretion, that Customer has altered or misused the Products or have failed to use or store them in accordance with instructions furnished by SeraCare. SeraCare's sole and exclusive liability and Customer's exclusive remedy with respect to Products proved to SeraCare's satisfaction (applying analytical methods reasonably selected by SeraCare) to be defective or nonconforming shall be the replacement of such Products free of charge, upon the return of such goods in accordance with SeraCare's instructions, although at SeraCare's discretion we may provide a refund. **IN NO EVENT SHALL SERACARE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SERACARE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.** If SeraCare manufactures custom goods for Customer based on instructions, specifications, or other directions Customer provides to SeraCare, SeraCare shall not be liable for the lack of sufficiency, fitness for purpose or quality of the Products to the extent attributable to such instructions, specifications, or other directions. SeraCare shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control.
12. SeraCare's failure to strictly enforce any Term or Condition of this order or to exercise any right arising hereunder shall not constitute a waiver of SeraCare's right to strictly enforce such Terms and Conditions or exercise such right thereafter. All right and remedies under this order are cumulative and are in addition to any other rights and remedies SeraCare may have at law or in equity.
13. SeraCare shall not be liable for delay or failure to perform any of its obligations hereunder if performance was rendered impracticable by the occurrence of any condition beyond SeraCare's reasonable control.
14. These Terms and Conditions shall be governed by, construed under and interpreted in accordance with the laws of the Commonwealth of Massachusetts, United States of America. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed so as to be enforceable to the maximum extent permissible by applicable law.