

TERMS AND CONDITIONS

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "Purchase") from TISSUEGNOSTICS U.S.A., a California Corporation, or any of its subsidiaries or affiliates ("Seller") of various software programs as well as automated microscope-based cell analysis systems for the analysis of cells in tissue smears called TissueFAXS, TissueQuest, HistoFAXS, HistoQuest and HemoQuest (collectively, "Product"), unless you enter into a separate written agreement with Seller.

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE ARTICLE 6 BELOW.

THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY SELLER IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN FIVE (5) DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN THE PRODUCT OR CANCEL SERVICES UNDER SELLER'S RETURN POLICY DESCRIBED IN ARTICLE 10 BELOW.

ARTICLE 1 - PAYMENT TERMS

1.1 Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order.

1.2 Seller may change prices without notice to you before Seller enters your order and may modify and substitute products and components without notice to you prior to shipping.

1.3 Payment is due at the time stated in your invoice or when product is shipped unless Seller has extended credit to you. Amounts not paid when due bear interest at the rate of ten percent (10%) per month or the highest rate allowed under applicable law, whichever is lower.

1.4 If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Seller, except that Seller may, at the request of your lender, withhold technical and warranty support and other services from you.

ARTICLE 2 – SHIPPING AND TITLE

2.1 Seller will arrange to ship products to you.

2.2 Title and risk of loss to products pass to you when Seller's designated shipper delivers products to the address you specify.

2.3 You must notify Seller of damaged or missing items from your order within five (5) days after you received your product.

ARTICLE 3 – PRODUCT LIMITED WARRANTY

3.1 Seller warrants that Seller-branded products will be free from defects in materials and workmanship for ninety (90) days from the date of shipment or invoice or, if longer, the period of an extended service plan purchased separately from you.

3.2 During the warranty period, Seller will, at its option: (1) provide replacement parts necessary to repair the product; (2) replace the product with a comparable product; or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return.

3.3 You must assist Seller in diagnosing issues with your Seller product and follow Seller's warranty process.

3.4 If Seller determines your product requires service, you may be required to deliver it to an authorized service facility.

(a) You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to an authorized service facility a Seller Retail facility may not be an authorized service facility for some repairs or products. If you live in the United States, Seller will pay the costs of returning the product to you from the service facility.

(b) If Seller determines that you need a replacement part, Seller will ship the part and installation instructions to you.

(i) Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty period or, if longer, thirty days after they are shipped to you.

(ii) You authorize Seller to send replacement parts and products to an authorized third party service provider.

(c) If Seller asks you to return defective parts or products, you must do so within five (5) days after you receive the replacement parts or products. Seller will charge you for replacement parts or products if you fail to do so.

3.5 Repair services are available at your location only if provided as part of an extended service plan and only if Seller, at its discretion, determines local repair services are necessary.

3.6 Purchasing additional products from Seller does not extend your warranty period.

THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS WITHIN DESIGN SPECIFICATIONS OR WHICH DO NOT

MATERIALLY ALTER FUNCTIONALITY. SELLER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF SELLER BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-SELLER BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-SELLER BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

ARTICLE 4 – SERVICES AND SERVICE LIMITED WARRANTY

4.1 The terms of services provided to you by Seller consist of this Agreement and the additional terms stated in separate services descriptions provided by Seller. For a period of thirty (30) days after services are performed, Seller warrants that services provided by it were performed in a professional and workmanlike manner.

ARTICLE 5 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

5.1 EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT.

5.2 THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE COMPANY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

5.3 SELLER'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR SELLER IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

5.4 THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 In the event You and Seller have any Dispute, related to or in connection with this Agreement, the parties agree to first attempt self-mediation with authorized representatives from each party. A mediation session will commence within twenty (20) days of notification of initial dispute and will either resolve the matter and set forth the resolution in writing, or define the dispute in writing including a description of the position of each party in preparation for an Arbitrator.

(a) For purposes of this provision, the term “Dispute” means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Seller, or (iii) any other dispute arising out of or relating to the relationship between You and Seller; the term “Seller” means TISSUEGNOSTICTS U.S.A, Inc, its parents subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Seller; and the term “You” means your, or those in privity with you, such as family members or beneficiaries.

6.2 All claims, disputes, controversies, or disagreements or any kind whatsoever (“claims”), shall be submitted to final and binding arbitration before ADR Services, Inc. in California in accordance with the rules and procedures of ADR Services, Inc. then existing. You and Seller will agree on another arbitration forum if Arbitrator ceases operations.

(a) The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Seller. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis.

(b) The arbitration shall be held at any reasonable location near your business by submission of documents, by telephone, online or in person whichever method of presentation You chose.

(c) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

6.3 The fees and costs of the arbitration shall be pending resolution of the arbitration and award of costs by the arbitrator, advanced one-half of the amounts by each of the parties, if any, requested to be advanced to the arbitrator and the sponsoring organization.

(a) If You prevail in the arbitration of any Dispute with Seller, Seller will reimburse You for any fees you paid to Arbitrator in connection with the arbitration

(b) Should either party bring a Dispute in a forum other than Arbitration, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.

6.4 You understand that, in the absence of this provision, You would have had the right to litigate disputes through a court, including the right to litigate claims on a class-wide or class action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.

6.5 This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

ARTICLE 7 – GENERAL PROVISIONS

7.1 You may not assign this Agreement without Seller's written consent.

7.2 Seller and its subsidiaries and affiliates are intended beneficiaries of this Agreement.

7.3 If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Seller, this Agreement shall govern.

7.4 This Agreement may not be modified, altered or amended without the written agreement of Seller.

(a) Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Seller.

7.5 If any term of this Agreement is illegal or unenforceable, the legality or enforceability of the remaining provisions shall not be affected or impaired.

7.6 This Agreement shall be interpreted under the laws of the State of California, without giving effect to conflicts of law rules.

ARTICLE 8 – PRIVACY NOTICE

8.1 Seller respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can review Seller's Privacy Policy on our website. The Privacy Policy also explains how you can update your information and elect not to receive e-mail marketing solicitations from Seller.

8.2 In addition, Seller obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Seller, you agree that these companies may transfer your customer information to Seller. Seller will maintain and use your customer information in accordance with its Privacy Policy.

ARTICLE 9 – TECHNICAL SUPPORT

9.1 Seller will provide technical support for products at no additional charge for thirty (30) days from the date of shipment or invoice or, if longer, the period stated in your service package.

9.2 For Seller-branded products, the scope of technical support consists of

(a) Technical support for issues beyond the scope of this basic technical support may be available under other service packages.

9.3 Seller provides technical support via on-line, telephone and other methods. Seller may change the means through which it provides technical support at any time.

ARTICLE 10 – RETURN POLICY

10.1 You may return most new products and cancel unused services within fifteen (15) days after you receive your product or are invoiced for services, except that software products may be returned within thirty (30) days after you receive your product.

(a) Seller will not accept for return any products you purchased from a Reseller.

10.2 To return products and cancel services you must follow Seller's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within five (5) days after you receive an RMA kit.

10.3 Seller will refund the original purchase price of products, unperformed services, and related sales tax.

10.4 SHIPPING AND HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL SELLER RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR A 10% RESTOCKING FEE TO RETURN PRODUCTS, WHICHEVER IS LESS.

10.5 Returned products must be in the same condition as you received them,

10.6 THIS RETURN POLICY IS NOT A WARRANTY.