



SALES ORDER GENERAL TERMS AND CONDITIONS

1. Taxes. Prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be invoiced as a separate charge to be paid by the Buyer.

2. Terms.

- A. Net 30 Days, Wire Transfer or Letter of Credit in U.S. Dollars. All invoices will be dated the day of shipment.
- B. F.O.B. San Antonio, Texas.
- C. All Orders are Subject to Acceptance by Coastal at San Antonio, Texas.
- D. Prices are Subject to Change without Notice.

3. Warranty Limitations. Coastal Life Technologies, Inc. (Coastal) has no control over the conditions under which its products are handled or used by third parties. Therefore, Coastal makes no express guarantees, warranties, or other representations as to its products, other than those appearing in written form in its own trade literature or written proposals. COASTAL EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT IN RELATION TO ALL OF ITS PRODUCTS. IN NO EVENT SHALL COASTAL BE LIABLE TO THE PURCHASER OF ANY PRODUCT FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE ALLEGED TO ARISE IN TORT, CONTRACT, LAW, EQUITY, OR BY STATUTE. The above provisions relating to the exclusion of special, consequential and incidental damages shall survive and remain in force notwithstanding a finding by a court of competent jurisdiction that the exclusive remedy provided below to a product purchaser has failed of its essential purpose.

For the period stated in the product warranty, Coastal will repair or replace, at its option, any product, or part thereof, that fails because of a material or manufacturing defect; provided that (1) the defect is not caused by the purchaser or its customer, (2) the product was not custom manufactured to the specifications of the purchaser, and (3) the product has not been damaged, altered, or defaced. THIS LIMITED WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER, IRRESPECTIVE OF WHETHER CLAIMS OF THE PURCHASER ARE MADE IN CONTRACT, TORT, WARRANTY, LAW, EQUITY, OR BY STATUTE. In the event that a court of competent jurisdiction determines that the exclusive remedy set forth above has failed of its essential purpose, such a failure shall entitle the purchaser to a return of the purchase price of the product involved.

4. Shipping Damage. Title and risk of loss will pass to purchaser upon delivery at the F.O.B. point. Delivery shall be F.O.B. San Antonio, Texas. Coastal will, as an accommodation to purchaser unless otherwise directed in writing, ship product to purchaser at its address, freight prepaid and insured at purchaser's risk and expense. Purchaser should inspect all packaging for damage, and upon discovery of damage, (1) report the damage to the carrier, (2) obtain an inspection report from the carrier within 15 days, and (3) file a claim with the carrier.

5. Return Goods Policy. A request for return authorization must be submitted to Coastal Customer Service Department (Toll Free: 866-638-6118 / Direct 210-684-3454) prior to the return of any product. The request for return authorization must include the product number, product lot number, quantity, and specific reason for return. No product may be returned after 90 days from the original date of purchase, unless defective.

Where a return of product is authorized, Coastal will provide a return authorization number. Each shipping container must be marked with the return authorization number or it will not be accepted. All product must be returned freight prepaid except for returns due to our shipping error, material or manufacturing defects.

6. Delays. Under no circumstances will Coastal be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods.

7. Nonconformity. Under no circumstances will Coastal be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.

8. Acceptance. This is not a firm offer, and Coastal may change it or revoke it at any time. Acceptance of this offer is expressly limited to its exact terms, and any attempt to alter or omit any terms shall be deemed a rejection and a counteroffer. All quotations and sales orders issued by Coastal are subject to exact terms and conditions found here, and no agreement or other understanding in any way purporting to modify the terms and conditions shall be binding upon Coastal unless (1) such modification is expressly agreed to by Coastal in a written instrument duly executed by both parties; or (2) the parties to this transaction have previously agreed to different terms in a broader written agreement which is duly executed by both parties, intended to cover multiple transactions, relevant to the type of transaction presently contemplated, and in effect at the relevant time.

9. Waiver and Invalidity. None of the terms of this agreement shall be deemed to be waived by Coastal unless such waiver is in writing duly executed by Coastal, and such writing recites specifically that it is a waiver of the terms of this agreement. All rights, powers and remedies of Coastal provided for in this agreement are cumulative and non-exclusive. Unenforceability or invalidity of any one or more provision of this agreement shall not render any other provision of this agreement unenforceable or invalid.

10. Governing Law. This Sales Order shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas.