

## Terms and Conditions

All sales made by United Biologics, Inc. ("UBI") to its customers ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to UBI; (ii) placing an order from UBI's web store, (iii) acceptance of any Product from UBI; or (iv) any other form of acceptance. These terms and conditions shall apply to sales of all standard, custom or special order products except as otherwise noted below ("Product").

1. ORDERING. Purchaser must provide UBI with acceptance of these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. Special Order Products require prepayment in full and may be subject to additional fees.

2. PRICE. All prices are subject to change without notice and will be established at time of order acceptance by UBI. Prices for backordered Products are not guaranteed unless specified in UBI's quotation or order confirmation.

3. PRODUCTS: STANDARD, CUSTOM AND EXCLUSIVE. Standard Products are anatomically accurate embodiments of selected portions of the human vascular system with varying degrees of medically representative anomalous conditions such as aneurysms and tortuosity. Standard Products are listed in the UBI online catalogue or otherwise described in UBI's product offering as Standard Products. Custom Products include all products which are not Standard Products and may be manufactured to the Purchaser's specifications. Custom Products include variations of Standard Products with thicker walls, different couplings or custom aneurysms and specific tortuosity designed for medical product research, training, patient education, demonstration or to represent a specific patient's condition. Custom Products are individually priced upon request. UBI retains all design rights to Custom Products and may add them to its Standard Product lines or otherwise sell them to other Purchasers. Exclusive Products are products designed and produced to Purchaser's specification which Purchaser has purchased the exclusive right to use the product as a whole. UBI retains the right to incorporate isolated design elements of Exclusive Products into other products.

4. SHIPMENT AND DELIVERY. A. U.S. Shipments - For Product shipments to an address within the fifty (50) United States or the District of Columbia, shipment will be made FOB origin and Product title will transfer to Purchaser upon UBI tendering the Product for delivery to the carrier. Purchaser shall bear all risk of loss in transit and is responsible for filing claims with the carrier and all freight and handling costs. Purchaser shall examine all Products upon receipt and shall in detail notify UBI of all discrepancies or if rejection is intended. Failure to promptly give such notice shall be deemed an acceptance of the Products as of the date of shipment.

B. International Shipments - All shipments by UBI to Purchaser or Purchaser's customers at an address outside of the United States or the District of Columbia are subject to the additional terms contained in this Section 4. B. These shipments will be made EXW UBI's warehouse. Title and risk of loss will transfer to Purchaser upon UBI tendering the Product for delivery to the carrier. Purchaser will bear all the costs related to shipment and delivery. Purchaser shall examine all Products promptly upon receipt and shall notify UBI of all discrepancies or if rejection is intended within five (5) calendar days after receipt. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection. Failure to give such notice within such time shall be deemed an acceptance of the Products as of the date of shipment.

5. CREDIT AND PAYMENT TERMS. Purchaser agrees that UBI shall have the right to decline to extend credit to Purchaser and to require the purchase price be paid prior to shipment. UBI shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in UBI's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any UBI invoice without UBI's express written approval. Purchaser shall pay all costs of collection including reasonable attorneys' fees.

6. TAXES. Purchaser shall bear applicable federal, state, municipal, and other government taxes, import duties, export fees or other tariffs and charges (including taxes such as sales, use, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to UBI prior to shipment if they are to be honored.

7. WARRANTY. Product warranties, if any, for mechanical or electronic components or software included in Products, are given solely by the manufacturer of the components or publisher of the software. UBI makes no warranties whatsoever on mechanical or electronic components of Products or any software included in Products and Purchaser's sole remedy shall be to seek redress under the terms of the component or software warranty with the manufacturer of the component. UBI's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective Products. IN NO EVENT SHALL UBI BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE

ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. UBI DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. UBI MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

8. PRODUCT RETURNS. Purchaser must obtain return authorization for all returns. Authorization will be issued, at UBI's sole discretion.

9. PATENT AND TRADEMARK INDEMNITY. UBI SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS.

10. LIMITATION OF LIABILITY. UBI SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF UBI. IN NO EVENT SHALL UBI BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY UBI, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL UBI BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH UBI'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION UBI SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES.

11. CONFIDENTIALITY AND PROTECTED HEALTH INFORMATION. For custom or special order Products for which Purchaser provides to UBI either confidential, proprietary or trade secret information ("Confidential Information"), or medical information described in 45 C.F.R. §164.501 ("Protected Health Information"), Purchaser must notify UBI in advance of its disclosure of Confidential Information or Protected Health Information so UBI can protect and preserve the confidentiality of such information using appropriate measures. UBI agrees to take reasonable precautions to preserve Confidential Information in a manner consistent with its protection of its own Confidential Information, and to take reasonable steps to comply with the requirements to protect Protected Health Information.

12. CHOICE OF LAW/CHOICE OF FORUM. These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, U.S.A. excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the State of California, Courts of Orange County, California, or the United States District Court at Irvine, California. The state and federal courts situated in Orange County, California will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

13. BINDING EFFECT/ASSIGNMENT. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, UBI may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

14. PARTIAL INVALIDITY. If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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