

TERMS AND CONDITIONS

Domestic and international terms of sale & policies for Microprobes for Life Science Inc. (MLS) are as follows:

HOURS OF OPERATION

MLS staff are available to speak by telephone between 9:30AM and 5:30PM, US Eastern Time (UTC -5, UTC -4 daylight savings). Fax is available 24 hours a day, 7 days a week. Voice and video meetings can be scheduled during off-hours for international customers on request.

QUOTATIONS

Quotations are required for all custom product orders and may be provided on request for standard products available on our web store. Quoted prices are valid for 90 calendar days. Any changes requested to the product design, shipping method, requested ship date, or other services will invalidate the provided quote and require issuance of a revision. MLS reserves the right to invalidate issued quotes in cases of preparation error or miscommunication of requirements.

DISCOUNTS

MLS will occasionally run time-limited product promotion campaigns offering purchase discounts. To be valid, the written quotation request must be issued within the promotion period. MLS may offer bulk discounts for large orders on request. The bulk discount request must be made before the PO is submitted. Applicable order size varies depending on product but is typically an electrode or array order over \$2,000 USD. Some very sophisticated custom products or pass-through products may not be eligible for bulk discount. Advance payment is eligible for a 5% discount (excluding first-time international customers). MLS also offers early payment discounts of 3% and 2% for payments issued within 5 business days or 10 business days of invoice issuance, respectively.

STANDARD DELIVERY TIME AND RUSH FEE

MLS will make every effort to ship ordered products by a standard lead time of **6 weeks of the date of receipt of a valid purchase order** for typical product designs and quantities, with the exception of monopolar electrodes and bipolar stereotrodes which will be shipped at the earliest opportunity (typically within 7-10 days). Longer lead times may be required for certain custom product designs and unusually large order sizes, and the estimated lead time will be provided upon quotation. Customers may request an earlier ship date (Rush Order). Such rush order requests will be approved at the sole discretion of MLS based on current production backlog. Rush orders will require an added fee of 10-40% of the quoted order price. Fee is determined by size of order and date required, where each week earlier than the standard 6-week lead time will add an additional cumulative 10% to the fee for typical order sizes. Partial shipments may be requested, and the rush order fee will be applied to only that portion of the order requested for early shipment. In the situation of MLS failing to ship the agreed order quantity within the agreed time frame, the rush fee will be removed from the final invoice. Delays due to delayed issuance of the PO are the responsibility of the customer, and it is recommended that customers follow up with purchasing departments to expedite PO issuance whenever possible. **MLS will not begin order production until a PO is received.** Pre-sterilization service typically adds an additional week to product delivery due to shipping and process time, and this week will not be calculated into the lead time and rush fee structure above.

PURCHASE ORDERS

Orders may be placed by way of institutional purchase order, credit card authorization, or PayPal. MLS typically requires pre-payment from first-time customers outside of the US. For US customers, MLS must be notified in advance if wire transfer payment is desired.

ORDER MODIFICATION, CANCELLATION, OR TERMINATION

Received purchase orders are considered binding and can only be modified subject to the following terms: Modifications are permitted upon written request, such as design changes, mapping changes, or other changes subject to MLS approval, if work has not progressed to the point where desired changes are not possible without rebuild. MLS may request that the customer submit a new Online Design Form to reflect the requested modifications. Changes that increase the value of an order may require a supplementary PO or cancellation and submission of a new PO. Orders may be cancelled without penalty within two business days of PO receipt, by written request. After two business days, order termination for convenience will require a termination fee of either 10% or the summed value of direct labor, materials, overhead, and reasonable profit of work already performed, whichever is greater.

DEFERRED, PLACEHOLDER, AND BLANKET ORDERS

Various options are available regarding deferred, placeholder, or blanket orders, and MLS must be notified in writing before the order is placed if such a service is requested. Deferred orders refer to situations where the customer wishes MLS to delay manufacturing of an order, typically to finalize design details. MLS will postpone production until given written notification by purchaser. Unless otherwise agreed, the standard 6-week delivery lead time will be in force following the date of resumption, and rush shipment may require a rush fee as above. Unless otherwise agreed, if a resumption notice is not provided within 6 calendar months of PO receipt, the PO will be considered terminated and will be subject to a 10% termination fee. Written notice to the customer will be provided one month before termination. Placeholder or "credit" orders are those orders where an actual design or quantity are not specified, but the customer wishes to allocate a certain sum of pre-paid money to future purchases. Unless otherwise agreed, credit held by MLS following 6 months of the payment date will be subject to a maintenance fee of 1.5% per month. Blanket orders are available, which allow customers to place an order for multiple shipments of products manufactured and delivered on an as-needed basis and be invoiced for each shipment individually. As in a standard PO, the full order is binding and termination for convenience before the full sum is delivered will require a 10% termination fee of the remaining sum. Unless otherwise agreed, the delay between shipments will be limited to 6 months.

TERMS OF PAYMENT

An invoice will be issued by MLS to the customer at the time of product shipment. Payment terms are Net 30 from the date of invoice for established accounts. Payment options include business check, electronic transfer (ACH), credit and debit cards, and wire transfer. Checks should be made payable to Microprobes for Life Science, Inc. All invoices and payments must be issued in US dollars, unless otherwise agreed. All international orders will be levied a \$30 USD fee for bank charges. As mentioned above, early payment will qualify for a 2% or 3% discount when issued within 5 or 10 business days of invoice issuance, respectively. **Finance charges are levied on balances not received within 30 days of the initial invoice date at a rate of 1.5% per month.** Late payment may also be a consideration in the availability of future discounts as well as account standing. Additional purchase orders will not be accepted from accounts in arrears until all past due bill and finance charge obligations are met.

SHIPPING

All shipping costs as well as duties, brokerage fees, and VAT are the responsibility of the customer. MLS offers a standard shipping service through FedEx (2day for US domestic and International Economy for non-US) unless otherwise requested. If used, a shipping and handling fee will be added to each invoice. Customers may provide an account number for their own shipping service. MLS will charge a \$10 USD handling fee to the invoice of customer-provided shipping orders. Shipments via DHL are not offered. FedEx overnight, priority, and priority AM shipping is available on request, at the heightened rate. Special shipment or packaging requests may require additional fees, which will be stated on request. All shipments are made under EXW incoterms, and responsibility is assumed by the customer upon package pickup by the carrier. Shipments are made with default insurance option (\$100 USD). Additional shipping insurance will be added upon customer request, at the heightened rate. To avoid holdups due to international customs, customers should provide MLS with whatever VAT exemption certificates or broker information are required to expedite delivery. MLS will provide shipment tracking information to the customer when available.

LIMITED WARRANTY

- All MLS-manufactured non-consumable products (cables, adapters) are warranted for a one-year period following delivery for manufacturing defects or errors beyond reasonable or stated manufacturing tolerances. Damage due to improper use, normal wear-and-tear, or shipping is excluded. Customer-performed modification not specifically approved by MLS will void this warranty. MLS offers repair services for most products outside of the warranted period.
- All MLS-manufactured consumable products (all electrodes, arrays, cuffs, and related items) are warranted for a **30 calendar day** period following delivery for manufacturing defects or errors beyond reasonable or stated manufacturing tolerances. Damage due to improper use, normal wear-and-tear, or shipping is excluded. Customer-performed modification not specifically approved by MLS will void this warranty. Usage or implantation in animal tissue or culture will void this warranty. **Shipped products must be inspected and defects/errors reported within 30 calendar days following delivery, and before use.** After this period, warranty will be voided and MLS will be under no obligation to repair, replace, or otherwise offer compensation for defective product. On a case-by-case basis, MLS may choose to offer replacement, repair services, or future discounts in restitution for defects discovered beyond the warranty period free of charge or at a reduced price, but this service is voluntary and not obligated by any warranty terms.
- Warranty on all non-MLS manufactured products (including Bak Electronics, AMPI, WPI, and other pass-through products) is provided by the original manufacturer. Upon placing a claim, MLS will direct the customer to the relevant personnel at the original manufacturer for assistance.
- **MLS is NOT liable for any errors due to use-case-inappropriate design or product selection, miscommunications, errors in design submission or specification authoring, or inappropriate usage techniques or implantation methodologies.** It is the responsibility of the customer to ensure that the product selection and design is appropriate for their research. MLS can only provide opinions, examples of use history, and maintenance guidelines.
- **MLS PRODUCTS ARE NOT INTENDED FOR HUMAN USE unless specifically labeled.**
- Multi-channel arrays are typically shipped with a certain allowance for inoperative channels, typically 6% (1 out of 16 or 2 out of 32), as long as those channels are not critical elements such as ground or reference. This is done to guarantee a low, competitive price for arrays, as a guarantee of 100% channel operation of hand-manufactured products would cause attrition rates and costs to increase considerably, demanding a large increase in prices. Customers may request a guarantee of 100% functional channels at shipment, which can be provided with an enhanced quality control fee dependent on the array type.

When placing a warranty claim for an MLS-manufactured product, customer must contact MLS in writing providing full details of the perceived error or defect. MLS personnel will respond to initiate the service request, and may provide usage recommendations, questions, or requests for additional information such as photographs or data. If it is determined that a defect or error may be present and the product is within the warranty period, MLS will issue to the customer a return merchandise authorization or RMA. Depending on the nature of the error and situation, the customer and MLS will agree on the most appropriate restitution, including replacement, repair, refund, or a discount on future orders. No return or exchange will be accepted without an RMA. In most cases, customer must bear the cost of shipping to MLS for warranty or other service, and MLS will pay for shipping back to the customer. MLS may agree to pay for shipping to MLS in situations where a clear error or defect is evident.

RETURNS AND EXCHANGES

Returns or exchanges of MLS-manufactured products will be accepted on a case-by-case basis, with a 20% restocking fee required for all returned or exchanged items. Custom-built products such as arrays, cuffs, and custom probes are usually considered non-returnable. Products with evidence of use, mishandling, implantation, or removal from specialized packaging will not be accepted for return. Final determination of the returnability of a product will be made solely at the discretion of MLS. Returns must be requested within 30 calendar days of product delivery. Returns must be shipped in original product packaging and with at least as much care in packaging and shipping as in the original shipment. Returns and exchanges of non-MLS manufactured products will be performed by and dictated by the policies of the original manufacturer.

OWNERSHIP OF DESIGN AND RELATED DOCUMENTS

All drawings, specifications, electronic media, production techniques and methodologies, product concepts, and other information developed by MLS during the course of or resulting from the customer's purchase of custom items designed by MLS shall remain the sole property of MLS, unless such materials or intellectual property are included within the purchasing agreement made between the customer and MLS. All design work and assets as described above may not be used by others without the express written permission of MLS.

QUALITY CONTROL

In order to manage costs and lead times and ensure a low, competitive price for products, each product manufactured by MLS will be subjected to a degree of manufacturing tolerance, quality control, and product testing in line with the value tier of the product. Low tier products such as MWAs and concentrics are subjected to visual inspection but not electrical or impedance testing. Microwire brush arrays and LMAs are subjected to visual and electrical connectivity testing but not channel-by-channel impedance testing. High-tier products such as FMAs are subjected to visual inspection and comprehensive impedance testing. Customers may request enhanced quality control be performed, such as specific tolerance or impedance requirements, additional testing and reports, product photography and measurements, or other services. These may be provided for an enhanced quality control fee which will depend on the service and product type.

CONTACT INFORMATION

All shipments, returns, and other physical mail should be addressed to:



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