

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (the "General Terms of Sale") shall, by themselves and as part of the Final Terms of Sale, as defined in Section 13 hereof, govern all orders for purchases of, and all purchases of, products (the "Products") and/or services (the "Services") from BioLife Solutions Inc. or any of its affiliates or related companies (collectively, the "Seller") by the buyer thereof (the "Buyer").

BY ACCEPTING ANY PRODUCT OR SERVICE FROM SELLER, BUYER IS DEEMED TO HAVE AGREED TO ALL OF THESE GENERAL TERMS OF SALE WITHOUT THE NEED FOR ANY EXECUTION OR DELIVERY BY BUYER OR SELLER OF ANY FURTHER INSTRUMENT, AGREEMENT OR OTHER DOCUMENT.

1. PRICE.

The price for the Product and/or Service shall be the price stated in Seller's written quotation to Buyer for the Product and/or Service ("Seller's Quotation") or, if Seller has not issued a quotation, then Seller's then-current list price of the Product and/or Service on the date Seller delivers such Product or performs such Service. Seller's Quotations are provided entirely without obligation, and do not constitute a formal binding offer. If Seller's price is stated by reference to a price list, then such price shall be Seller's then-current list price in the jurisdiction in which the relevant Product is to be delivered, or Service is to be performed, in effect on the date that Seller receives Buyer's purchase order for such Product and/or Service. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments ("Taxes") and, unless otherwise stated in Seller's Quotation, exclusive of all shipping and handling charges, freight and insurance. All Taxes related to Products and/or Services shall be paid by Buyer (other than taxes assessed against Seller's net income). Taxes and other charges payable by Buyer may be billed as separate items on Seller's invoice to Buyer.

2. PAYMENT TERMS; SECURITY INTEREST.

Payment terms are net 30 days after the date of Seller's invoice for the relevant Product and/or Service. Seller at its sole discretion shall have the right to require alternative payment terms by Buyer as set forth in Section 3 hereof. Payment for partial shipments shall be based on unit or prorated prices, and payment for partially performed Services shall be based on the time actually spent by Seller thereon. If payment is not received by the due date thereof, Seller may assess, and Buyer shall pay a late payment charge at the rate of 1.5% per month (18% per year) or the maximum rate permitted by law, whichever is less, of the amount due from the due date to the date of payment. If Seller retains a collection agency or attorney to collect unpaid amounts, Seller may invoice Buyer for, and Buyer shall pay, all reasonable costs of collection, including without limitation reasonable attorneys' fees.

All sales are subject to sales tax unless Buyer provides a valid, signed resale or other tax exemption certificate acceptable to the relevant taxing authorities at or before the time of order. If Buyer fails to timely provide a resale or other tax exemption certificate, then Seller will treat the transaction as taxable and collect applicable sales tax. Buyer agrees to indemnify, defend and hold Seller harmless from any and all tax assessments, fines, penalties, damages and costs (including attorney, accountant and auditor fees and costs) incurred by Seller as a result of Buyer's failure to timely provide a resale or other tax exemption certificate.

Seller may, at any time and in its sole discretion, limit or cancel the credit of Buyer from Seller, as to time and amount, suspend shipments, demand payment in cash before delivery of Products or performance of Services, or demand other assurances of Buyer's performance. If Buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, Seller may, without prejudice to any other right or remedy Seller may have: (a) by written notice to Buyer, treat such failure or refusal as a repudiation by Buyer of that portion of Buyer's order not then fully performed, whereupon Seller may cancel all further deliveries, and any amounts unpaid for non-cancelled Products or Services actually performed shall immediately become due and payable; or (b) make shipments under reservation of the purchase money security interest referred to below and demand payment from Buyer against tender of title documents.

To the extent permissible under applicable law, Buyer hereby grants to Seller and Seller reserves a purchase money security interest in all tangible Products purchased from Seller, and in any proceeds thereof, for all amounts owing to Seller for or related to such Products. Upon request by Seller, Buyer shall sign any reasonable documents required for Seller to perfect such security interest and, to the fullest extent permitted by law, Buyer hereby expressly grants Seller authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of Buyer for such Products and any proceeds thereof. Payment in full of all amounts owed for and related to such Products shall release such security interest in the Products and proceeds for which such full payment has been made.

3. BUYER COOPERATION.

If Buyer must provide Seller with information or materials, or otherwise cooperate with Seller, for Seller to be able to timely deliver the Product or perform the Services, Seller is hereby authorized by Buyer to rely on the accuracy, completeness and proper quality of the information and materials so provided, and on Buyer's complete and diligent cooperation. Failure of Buyer to provide accurate and

complete information and materials of the requisite quality, or to completely and diligently cooperate with Seller, shall excuse Seller's obligation to perform with respect to the applicable Products or Services.

4. DELIVERY TERMS; ACCEPTANCE.

The receipt by Seller of any purchase order or other order document from Buyer shall in each case be subject to the provisions of Section 13 hereof, captioned "SOLE TERMS; CONFLICT OF TERMS." Subject to Section 3 hereof, captioned "BUYER COOPERATION," Seller or its designee shall use commercially reasonable efforts to ship Products and to perform Services within a reasonable time after so ordered, or, if a delivery or commencement date is specified in Seller's Quotation or otherwise agreed upon in writing by an authorized representative of Seller, on or before such date.

Seller may make delivery in installments, and each such installment shall be deemed to be a separate sale of Product by Seller. Seller may render a separate invoice for each such installment, which invoice shall be paid by Buyer without regard to prior or subsequent installments.

Unless indicated otherwise in Seller's Quotation, all deliveries of Products shall be EXW (Incoterms 2020) Seller's designated manufacturing or warehouse facility. Seller shall deliver each shipment to the carrier specified by Buyer in the purchase order.

Buyer shall promptly inspect all Products upon delivery. Any rejections for material defects shall be made within 10 business days of delivery and not thereafter. Buyer will be deemed to have accepted all Products unless such written notice of rejection is timely received by Seller.

5. CANCELLATION AND DEFERRAL.

BUYER MAY NOT CANCEL OR DEFER ANY PURCHASE ORDER FOR PRODUCTS WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF SELLER.

6. RETURN POLICY.

All purchased of temperature sensitive and perishable Products are final, and Buyer acknowledges that once the purchase order for such Products is placed, it is strictly non-cancellable and non-refundable. Except as set forth in Article 8 hereof, Seller has no obligation to accept the return of, or to issue a refund for, such Products.

For all other Products, except as set forth in Article 8 hereof, and except under special circumstances to be determined by Seller in its sole discretion, all sales are final. For questions or concerns about a purchase, or to address special circumstances, please contact Customer Service.

7. LIMITED WARRANTY.

Seller warrants that the Products will conform to Seller's published specifications therefor in effect at the time of delivery, and any certificate of analysis provided with such Product (the "Limited Warranty"). The Limited Warranty is made only to the Buyer purchasing the Products directly from Seller, is not transferable and does not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by Seller. **SELLER DOES NOT PROVIDE ANY WARRANTY FOR ANY USE OF THE PRODUCTS THAT IS INCONSISTENT WITH THE LIMITED USE STATEMENT SET FORTH IN SECTION 10 BELOW.**

Any description of Products contained in catalogues, price lists or brochures, or recited in Seller's Quotation, is for the sole purpose of identifying Products; any such description is not part of any contract between Seller and Buyer, is for illustrative purposes only, and does not constitute a warranty that Products shall conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Products or otherwise agreed by Seller in writing. Seller does not provide service or support for custom products or other products made to Buyer's specifications.

With respect to Services, Seller warrants that such services will be performed in a workmanlike manner in compliance with all applicable laws.

SUBJECT TO THE LIMITATIONS IMPOSED BY APPLICABLE LAW, THE WARRANTIES DESCRIBED IN THIS SECTION 7 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING BY STATUTE OR OTHERWISE AT LAW OR IN EQUITY, OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.



8. BUYER'S REMEDIES.

If Buyer notifies Seller in writing of a defect or non-conformance during the applicable warranty period, and Seller determines that such defect or non-conformance is covered by the Limited Warranty, Seller will, in its discretion: (i) repair or replace the affected Product, (ii) re-perform the affected Services, or (iii) refund or credit the fees paid for the affected Product or Service. Repaired or replaced Products will be warranted for the remainder of the original warranty period. If Seller elects to repair or replace a Product, Seller may use new or refurbished parts or Products or components that are equivalent to new in performance and reliability and are at least functionally equivalent to the original component or Product. Buyer must obtain a Return Material Authorization number from Seller before returning any Product under warranty to Seller. Seller may require that Buyer sign and deliver a properly completed certificate of decontamination prior to returning any Products. Buyer will pay shipping expenses to send the affected Product to Seller, and Seller will pay shipping expenses to return the Product to the Buyer. If Seller concludes, after examining and testing returned Product, that it is not covered by the Limited Warranty, Seller will notify Buyer and return the Product at Buyer's expense. Seller reserves the right to charge a fee for examining and testing Products not covered by the Limited Warranty. For clarity, in the event of a defective or non-conforming Product, Buyer's remedy is limited to the repair or replacement of, or refund or credit for, the defective Product(s) only, and not for the entire batch or lot of such Product(s).

THIS SECTION 8 SETS FORTH BUYER'S SOLE AND EXCLUSIVE REMEDIES, AND SELLER'S SOLE LIABILITY, FOR DEFECTIVE OR NONCONFORMING PRODUCT AND FOR NONCONFORMING SERVICES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9. INDEMNIFICATION BY BUYER.

Buyer shall defend, indemnify and hold Seller and its directors, officers, employees, agents and representatives harmless from all liabilities, damages, costs, expenses and claims arising from or based upon (a) Products that have been modified by Buyer, or manufactured by Seller based on specifications or designs or requests for specific Product labelling or branding furnished by Buyer, or (b) Buyer's use of the Products in any manner inconsistent with the limited use statement set forth in Section 10 below.

10. LIMITATIONS ON PRODUCT USE; COMPLIANCE WITH LAWS; VALIDATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SALE, UNLESS EXPRESSLY PERMITTED BY THE PRODUCT LABELING OR OTHER WRITTEN INSTRUMENT ISSUED BY SELLER, THE PRODUCTS MAY NOT BE USED FOR ANY DIAGNOSTIC OR THERAPEUTIC APPLICATION. THE PRODUCTS ARE INTENDED FOR BUYER'S END USE ONLY, AND UNLESS OTHERWISE AUTHORIZED UNDER A COMMERCIAL LICENSE FROM SELLER, NO RIGHT TO RESELL THE PRODUCTS, OR ANY PORTION OF THEM, INCLUDING AS A COMPONENT OF ANOTHER PRODUCT, IS CONVEYED.

Without limiting the generality of Section 7, unless otherwise expressly stated in writing by Seller, no claim or representation is made or intended (a) as to any clinical use of any Products (for purposes of this Section 10 including any Software (as defined below)) (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (b) that any Products has been cleared, approved, registered or otherwise qualified (collectively, an "Approval") with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, local, national or trans-national law, rule or regulation, or order of any governmental agency or regulatory body regulating diagnostic, therapeutic, blood or other clinical products, medical devices or similar products (collectively, "Regulatory Laws"), (c) that any Product satisfies or shall satisfy the requirements of any governmental body or other organization, or (d) that any Product or its performance is suitable or has been validated for any specific use or application. Products shall not be used for any purpose that would require Approval unless and until proper Approval is obtained, or in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, and only if such laboratory has validated its complete system as required by the Clinical Laboratory Improvement Act of 1988, as amended, in the United States or has validated itself under equivalent regulations in other countries. Buyer shall provide any reasonable assistance required by Seller if Seller elects to obtain any regulatory markings or approvals, and to ensure compliance with import, use and sale of the Product.

If Buyer elects to use Products for a purpose that would subject Buyer, its customers or any Products to Regulatory Laws or other applicable law, Buyer shall be solely responsible for obtaining any required Approval or other approvals and otherwise ensuring that its use of any Products complies with such laws, and shall indemnify, defend and hold Seller harmless from any third party claim, demand, liability, loss or damage, including without limitation reasonable attorney's fees, resulting from such use.

Unless otherwise expressly stated in writing by Seller, Products have not been tested by or for Seller for any particular use or purpose, or for safety or efficacy. It is Buyer's responsibility, and not Seller's, to validate the performance of Products for any specific use or application and to ensure that Products meet applicable regulatory, certification, validation or other requirements. Products shall in all cases be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Products documentation.



Subject to the terms of this Agreement, Buyer shall comply with all applicable laws and regulations, including but not limited to, export laws and restrictions and regulations of the United States Department of Commerce or other United States or foreign agency or authority including but not limited to the United Kingdom, and shall not export, or participate in any transaction which may involve the export or re-export of any Products in violation of any such restrictions, laws or regulations. Buyer shall further comply with all applicable local, national and supranational laws applicable to Buyer's use of the Products in its ordinary course of business, including those that may prohibit gratuities, inducements, or certain other payments. Buyer acknowledges that Seller may be subject to certain United States laws, including the Foreign Corrupt Practices Act of 1977 and laws within the United Kingdom including but not limited to the Bribery Act of 2010, and any amendments to the foregoing, which may apply to activities carried out by Buyer outside the United States or United Kingdom. Buyer agrees neither to take nor omit to take any action if such act or omission might cause Seller or Buyer to be in violation of any such laws. Upon written notice from Seller, Buyer shall provide such information as Seller may reasonably require to verify compliance by Buyer with these provisions.

11. FORCE MAJEURE.

Seller shall not be liable for any delay or failure of performance, including without limitation failure to deliver, where such delay or failure arises or results from any cause beyond Seller's reasonable control, including, but not limited to, flood, fire explosion, natural catastrophe, military operations blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts of terrorism, plant breakdown, computer or other equipment failure, unusually severe weather earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulations or any inability or delay in obtaining materials. In the event of any such delay or failure of performance, Seller shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and Seller shall also have the right to the extent necessary in Seller's reasonable judgment, to apportion Products then available for delivery fairly among its various customers in such manner as Seller may consider equitable.

12. LIMITATIONS ON LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY ANY PRODUCT OR SERVICE, OR BY SELLER'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCTS OR PROVISION OF SERVICES, OR BY SELLER'S BREACH OF THESE GENERAL TERMS OF SALE, OR RELATED TO THE POSSESSION OR USE OF ANY PRODUCT. SELLER'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THESE GENERAL TERMS OF SALE OR ANY PRODUCT OR SERVICE PROVIDED HEREUNDER SHALL BE LIMITED TO THE AMOUNTS THAT SELLER RECEIVES FROM BUYER FOR THE APPLICABLE PRODUCT OR SERVICE.

13. SOLE TERMS; CONFLICT OF TERMS.

These General Terms of Sale, together with Seller's Quotation, any applicable label license or patent statement, or other written conditions of use provided by Seller for the relevant Products(s) or Services(s) (collectively, the "Seller Final Terms of Sale"), (a) shall constitute the complete, exclusive and entire agreement between Seller and Buyer with respect to purchase(s) of Products and Services (unless other terms and conditions are expressly designated to be applicable by Seller in writing by a duly authorized Seller representative), and Seller's offer to sell Products or Services is expressly limited to such terms, and (b) shall control over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, between Buyer and Seller with respect to such purchase(s), and (c) shall control over and supersede and replace, to the extent not accepted in writing by Seller as aforementioned, any additional or different terms and conditions contained in any statement in any purchase order by Buyer, which additional or different terms and conditions are hereby rejected and shall be void unless specifically so accepted in writing by Seller.

To the extent Buyer's order documents and any terms and conditions contained therein materially alter the Seller Final Terms of Sale, the Seller Final Terms of Sale shall be deemed a counter-offer to any offer made by Buyer through Buyer's order documents. Seller reserves the right to withhold any shipment of Product until such counter-offer has been accepted by Buyer, provided, however, that Buyer's acceptance of a shipment of Products shall be deemed final acceptance of and agreement to the terms of such counter-offer.

Except as otherwise provided in these General Terms of Sale, in the event of an inconsistency between these General Terms of Sale and the terms appearing on Seller's Quotation or other agreement signed by an authorized representative of Seller, the terms appearing on Seller's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these General Terms of Sale, and all other provisions of these General Terms of Sale shall remain in full force and effect.



14. NO IMPLIED RIGHTS.

Except as expressly set forth herein, nothing in these General Terms of Sale shall be deemed or construed (a) as a license or grant by Seller of any intellectual property rights, whether express, implied, by estoppel or otherwise; (b) to limit Seller's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Products beyond uses granted under any patent or other intellectual property label license or statement applicable to the Products; (c) as granting Buyer any right to be supplied with any Products or component thereof, or Services, beyond those ordered by Buyer and supplied by Seller in accordance with the Seller Final Terms of Sale; or (d) as a license or grant of any right to Buyer to have manufactured any Products.

15. SOFTWARE LICENSE.

If a Product or Service incorporates, uses or otherwise requires Buyer to operate software provided by Seller, then the terms of the end-user license agreement (EULA) accompanying such software shall govern Buyer's use of such software.

16. CONFIDENTIALITY.

The term "Confidential Information", as used herein, shall include all scientific, technical, business, or financial information disclosed by Seller to Buyer, including any information learned by Buyer during any visit to Seller's facilities. This Section 16 shall not apply to Confidential Information or of any portion of such information which (a) is now or later made known to the public through no breach by Buyer of its obligations under this Section 16; (b) was in Buyer's rightful possession prior to the earliest disclosure by Seller, as evidenced by written documents maintained in the ordinary course of business; or (c) is rightfully received by Buyer from a third party having no obligation of confidentiality to Seller.

Buyer agrees to hold in confidence and not publish or disclose to any third parties any of the Confidential Information without the prior written consent of Seller, and not to use the Confidential Information for any purpose except for using the Products and/or the results of the Services. Buyer agrees to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own secret information, and to keep the Confidential Information in a secure location at all times. Buyer further agrees to limit any disclosure of the Confidential Information only to those of its directors, officers, employees, and outside professional advisors (including consultants, independent contractors, and the like) or of any affiliate of Buyer, who have a need to know and who are bound by obligations of confidentiality and non-use at least as restrictive as set forth herein, and to advise such persons of Buyer's obligations hereunder.

If Buyer is required to disclose Confidential Information in order to comply with laws, regulations or court order, Buyer shall disclose such Confidential Information only to the extent necessary for such compliance, provided, however, that Buyer shall give Seller prompt written notice of such requirement or request to disclose Confidential Information so that Seller may seek an appropriate protective order, and Buyer shall use its best efforts to secure confidential treatment of the Confidential Information to be disclosed.

Buyer shall return any and all tangible Confidential Information provided to it by Seller, including without limitation any materials, documents, plans, drawings, data carriers of whatever kind, and any copies thereof, to Seller immediately upon Seller's written request, provided, however, that Buyer may retain one copy thereof in the confidential, restricted access files of its legal counsel for the purpose of determining any continuing obligation and only in connection with that purpose.

No warranties or representations are made by Seller regarding the Confidential Information. Buyer's reliance on the Confidential Information is at its own risk. Buyer expressly recognizes that the Confidential Information is provided "AS IS" with no warranties, express or implied.

In the event of breach, or a threatened breach of the provisions of this Section 16 by Buyer, Seller shall be entitled to an injunction restraining Buyer from committing such breach without showing or proving any actual damage sustained and without posting a bond thereof.

Seller agrees to treat all personal data relating to the Buyer confidentially. BY PLACING ORDERS, THE BUYER CONSENTS TO THE STORAGE AND FORWARDING OF PERSONAL DATA FOR ANY LEGITIMATE BUSINESS PURPOSE, INCLUDING CREDIT REVIEW, COLLECTION OF DEBTS AND NOTIFICATIONS UNDER ANY APPLICABLE LAWS AND REGULATIONS.

17. DISPUTE RESOLUTION.

Any contract between Seller and Buyer relating to Products and Services, including as incorporated herein by reference and as specified at the beginning of these General Terms of Sale, and any disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions and excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute between Buyer and Seller arising out of, connected with or relating in any way to the General Terms of Sale, the subject matter hereof, or a party's performance hereunder, is hereinafter referred to as a "Dispute". Buyer and Seller shall each make good



faith efforts to negotiate an amicable settlement of all Disputes. Buyer agrees that, except as provided in the following paragraph, all Disputes shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration. The arbitration proceeding shall take place in King County, Washington, with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The language of the arbitration proceeding shall be English. The arbitration shall be conducted by one (1) arbitrator, whom shall be mutually agreed by the parties, or if no such agreement is made within ten (10) business days after the date of the notice of arbitration, whom shall be appointed by the AAA. Notwithstanding the foregoing or the then-current specified Commercial Arbitration Rules, the following shall apply with respect to the arbitration proceeding: (i) the existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed confidential information, and shall not be disclosed by either party, their representatives, or the arbitrator, except: (1) to the professional advisers of Seller and Buyer; (2) in connection with a public offering of securities by Seller or Buyer; (3) as ordered by any court of competent jurisdiction; or (4) as required to comply with any applicable governmental statute or regulation; and (ii) the arbitrator shall be required to prepare written findings of fact. The arbitral award shall be final and binding on both parties. The prevailing party shall be entitled to recover its reasonable costs, including administrative fees and expenses, arbitrators' fees and expenses, expert fees and expenses, and fees and expenses of legal representation, incurred in the arbitral proceeding.

Notwithstanding the previous paragraph, either party may apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

18. EXPORT CONTROLS.

Buyer shall not export or transfer Products for re-export in violation of any United States laws or of the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of any such laws.

19. MISCELLANEOUS.

No amendment or modification of Seller's Quotation or these General Terms of Sale shall be binding unless in writing and signed by a duly authorized representative of each of Seller and Buyer. Seller's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these General Terms of Sale for any other purpose. If any provision of these General Terms of Sale is held to be invalid or unenforceable for any reason, such provision shall, to the extent of such invalidity or enforceability, be severed from these General Terms of Sale without in any way affecting the remainder of such provision or any other provision hereof, all of which shall continue in full force and effect.

