

METAPHASE TECHNOLOGIES, INC.
TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“Terms and Conditions”) shall apply to the sale by Metaphase Technologies, Inc. (“Metaphase”) of all products and services to the purchaser of the same (“Customer”).

1. Prices and Invoicing. Prices for products and services shall be set forth on the applicable invoice and, unless otherwise noted, are exclusive of shipping charges, and of any applicable value-added sales, use, excise, transfer, transport or other tax, tariff or duty of any sort imposed by any government authority (“Taxes”). Customer is solely responsible for all Taxes payable in connection with the provision of products or services to Customer. Invoices will include any Taxes and additional costs incurred by Metaphase on behalf of Customer. At its discretion, Metaphase may require a deposit of a percentage of the purchase price, or prepayment in full, prior to provision of product or services. Metaphase reserves the right to correct any invoice for errors or omissions.

2. Payment. Unless otherwise noted thereon, all invoices are payable in United States currency, without deduction, within thirty (30) calendar days from invoice date. If an invoice is not timely paid, Customer shall be deemed to have waived all warranties, relating to the products and services covered thereby, and Metaphase may stop fulfillment of any other orders of Customer. Metaphase may charge interest at a rate equal to or less than the maximum rate permitted by applicable law on any past due invoice balance, beginning on the first day after the due date of the invoice.

3. Acceptance by Customer. Customer shall inspect product within ten (10) calendar days after delivery. Products will conclusively be deemed accepted by Customer, unless Customer provides Metaphase with written notice providing an explanation for the basis of rejecting the product within such ten (10)-day period. If Metaphase reasonably deems the rejection justified, Metaphase, at its option, either shall repair or replace the rejected product. The party initiating shipment shall bear the risk of loss or damage to the rejected product in transit. If Metaphase reasonably determines that the rejection was improper, Customer will be responsible for all resultant costs and expenses incurred by Metaphase.

4. Return Policy. Orders may not be cancelled or modified after delivery, and product may not be returned after acceptance without Metaphase’s written authorization. To request such authorization, Customer must supply in writing the sales invoice number, name of product(s), quantity, condition, and reason for return (including a brief description of any claimed defect). If return is authorized, Customer will be provided with a Return Material Authorization Number, which must be included in the returned product packing slip and clearly marked on the exterior of the return shipping container. All returned product is subject to inspection and acceptance by Metaphase within ten (10) calendar days of receipt, must be unused and in saleable condition, and must be returned in the original packaging with all accompanying documentation intact. Specially ordered products may not be returned.

5. Warranty. Metaphase will repair or replace, without charge, f.o.b. shipping point, any parts proven to Metaphase's satisfaction and upon Metaphase's examination to have been defective in material or workmanship when furnished to the original purchaser. Deterioration or wear caused by abuse, maintenance neglect, improper use, abrasive action or excessive heat shall not constitute defects. Equipment and accessories not of Metaphase's manufacture are warranted only to the extent that they are warranted by the manufacturers, and this warranty is applicable only if the defect was the

result of normal use, application and service, and is void if the product or any part hereof was tampered with, repaired or altered by any person other than the factory or authorized repair station.

6. Exclusive Warranty and Remedy. THE EXCLUSIVE WARRANTY OF METAPHASE IS THE WARRANTY STATED ABOVE IN SECTION 5. IN THE EVENT THIS WARRANTY IS BREACHED, THE SOLE OBLIGATION OF METAPHASE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, SHALL BE TO HAVE ALL REASONABLE ADJUSTMENTS, REPAIRS AND REPLACEMENTS NECESSARY TO CORRECT ANY SUCH DEFECT MADE AT THE SOLE COST AND EXPENSE OF METAPHASE, SUBJECT TO THE LIMITATION SPECIFIED IN SECTION 7 BELOW. METAPHASE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY PRODUCTS, SERVICES OR ANY OTHER ITEMS PROVIDED TO CUSTOMER. METAPHASE HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES NOT OTHERWISE SPECIFICALLY SET FORTH HEREIN.

7. Limitation of Liability. IN NO EVENT SHALL METAPHASE BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR DAMAGE OR DESTRUCTION OF DATA, EVEN IF METAPHASE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE MAXIMUM LIABILITY OF METAPHASE TO CUSTOMER SHALL BE LIMITED IN ALL EVENTS TO THE REASONABLE COSTS OF ADJUSTMENTS, REPAIRS OR REPLACEMENTS NECESSARY TO CORRECT DEFECTS IN THE PRODUCTS COVERED BY THE WARRANTY STATED IN SECTION 5 ABOVE, OR CAUSED SOLELY BY THE NEGLIGENCE OF METAPHASE, SUBJECT TO A MAXIMUM AGGREGATE LIABILITY OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUCH PRODUCTS. CUSTOMER AGREES TO PROVIDE METAPHASE WITH PROMPT WRITTEN NOTIFICATION AS TO THE SPECIFICS OF ANY CLAIM FOR DAMAGES AND TO PROVIDE METAPHASE WITH A REASONABLE OPPORTUNITY TO INVESTIGATE SUCH CLAIM.

8. Warning. METAPHASE MAKES NO REPRESENTATION AND IS NOT RESPONSIBLE FOR ANY INJURY OR HEALTH EFFECTS THAT MAY RESULT FROM A USER OR THIRD PARTY EXPOSURE TO METAPHASE PRODUCTS, INCLUDING THOSE PRODUCTS WHICH ARE BRIGHT, HIGH POWER, PULSING, ULTRAVIOLET AND/OR INFRARED. METAPHASE PRODUCTS ARE AS DESCRIBED, AND IN PARTICULAR, IT IS THE RESPONSIBILITY OF CUSTOMER TO APPLY APPROPRIATE CASINGS AND OTHER PROTECTIONS THAT MAY BE NECESSARY TO MAKE METAPHASE PRODUCTS SAFE FOR HUMAN EXPOSURE.

9. Force Majeure. Metaphase shall not be liable for any delay or failure to perform its obligations hereunder due to any strikes, lockouts, secondary boycotts, labor organization stoppages and harassments, damages caused by fire, lightning, earthquake, other natural disasters, or other casualty, and any other conditions beyond the control of Metaphase.

10. Indemnification. Customer agrees to indemnify and hold Metaphase, and its employees, officers, directors, shareholders, agents and representatives (collectively, Indemnitees") harmless from and against any loss, claim, demand, liability, damage, suit, cost or expense, including attorneys' fees, suffered or incurred by Indemnitees in connection with (a) any action or omission of

Customer, its employees, officers, directors, shareholders, agents and representatives, relating to the products and services being sold by Metaphase to Customer, (b) the falsity of or omission in any matter represented, warranted or certified by Customer to Metaphase, (c) the nonfulfillment by Customer of any covenant, obligation or agreement of Customer to be performed under these Terms and Conditions or any agreement between Customer and Metaphase, and (d) the failure of Customer to apply adequate casings to Metaphase Products when necessary, or any other negligence, willful misconduct, misuse or improper presentation or finishing of Metaphase Products by Customer that results in physical harm to an end user or other third party.

11. Arbitration. Any controversy or claim arising out of or relating to the warranty stated in Section 5 above, its interpretation, or any breach thereof, which cannot be amicably resolved between Metaphase and Customer within sixty (60) days of written notice by the aggrieved party to the other, shall be finally settled by binding arbitration submitted to the three (3) arbitrators selected from the panels of the arbitrators of the American Arbitration Association in accordance with the rules and regulations of the American Arbitration Association sitting in Philadelphia, Pennsylvania, with each party to pay its own cost.

12. Modification. These are the entire Terms and Conditions. All communications between the parties, either verbal or written, not contained herein are hereby withdrawn and annulled. These Terms and Conditions may not be changed or modified except by an agreement in writing by Metaphase and the Customer.

13. Severability Provisions. If any provision of these Terms and Conditions shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provision shall not in any way impair the whole Terms and Conditions, but the remaining provisions shall be construed as if not containing the provision or provisions held to be void or invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

14. Governing Law. These Terms and Conditions shall be deemed to have been entered into in Bucks County, Pennsylvania and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Customer hereby consents to venue in the Court of Common Pleas of Bucks County, Pennsylvania.

15. ALL OBLIGATIONS OF METAPHASE RELATING TO ANY TRANSACTION WITH CUSTOMER ARE EXPRESSLY CONDITIONED ON CUSTOMER'S AGREEMENT TO ALL OF THE ABOVE TERMS AND CONDITIONS.