

Terms:

1. These outlined conditions regarding sale and delivery from Applied StemCell, Inc. (ASC) apply to all contracts of supply between Applied StemCell, Inc. and our customers.
2. Any rights awarded to the Customer arising during the course of business with Applied StemCell, Inc. are not transferable.
3. Any amendment to the conditions of sale and delivery, or any recognition of the Customer's conflicting purchase conditions must be confirmed in writing by Applied StemCell, Inc..

Prices:

1. ASC prices are subject to change without prior notice.
2. All shipping and handling charges will be reflected on the invoice upon the delivery of product. Shipping and handling charges will vary according to the weight of the package and the shipping options. Please contact ASC directly for current shipping and handling prices.
3. All customers located in California are subject to California state sales tax.

Delivery:

1. Orders (Products) are shipped via Federal Express Priority Overnight delivery unless specified.
2. Shipping term is FOB Menlo Park, CA; all deliveries take place at the Customer's risk. The transfer of risk occurs on the handing over of the goods to the carrier or shipper.

Payment:

1. Credit Card: We accept Visa and MasterCard for purchases for US/Canada customers only. Credit card must be authorized prior to shipment of product. Outside the US/Canada, contact distributor in your country. If you don't see your country listed, please contact us directly.
2. Purchase order: We accept Purchase orders. Upon approval, payment terms are net 30 days. A late charge may be added to accounts over 30 days past due. Invoices not paid within the designated terms are subject to a 10% late fee of the initial balance and a 1.5% per month (18% annum) interest fee. We accept only US currency in the form of company checks, cashier checks, money orders. All funds must be withdrawable from a US bank account; foreign bank accounts and foreign currency will not be accepted as appropriate payment. Please make checks payable to Applied StemCell, Inc..
5. Wire transfer: Please ask our customer support for details.

Use of Goods:

1. All products received from ASC are intended exclusively for research purpose only. These products are not intended for use on human beings or for any private use. Any use of ASC products for any

purpose other than intended including use for therapeutic or diagnostic purposes will result in legal ramifications.

2. ASC does not accept any liability for the improper use of our products. We deliver our products only to research and teaching institutions, commercial enterprises, and public researchers.

3. ASC opposes any research in violation of any ethical, legal, or governmental standards within the United States and the import countries of our customers. We do not accept any liability for such research or use by our customers.

Liability:

1. ASC represents and warrants that it has (1) obtained ownership rights with respect to products and that such products were provided to ASC with every donor's informed consent and in compliance with all applicable laws and regulations, (2) obtained all necessary and appropriate releases from the donor wherein there are no restrictions on use of products that would prohibit customers from using them in any commercial pharmaceutical research conducted in vitro, (3) complied with all applicable United States and foreign statutes and their respective rules and regulations in connection with handling, export, import, and use of the products.

2. ASC represents and warrants that it has no obligation to any third party that would interfere with ASC providing products to customers. In addition, any products that ASC provides to customers are not the proprietary property of any third party.

3. In no event will ASC be liable to a customer or anyone else for any damages or injury resulting from the use or misuse of our products, nor for any action taken by a customer relying on information, either verbal or written, from any source.

4. The Customer agrees that Applied StemCell, Inc.'s liability, if any, for damages (including liability, arising from physical or mental harm, caused by any product liability, arising out of contract, negligence, strict liability or tort) shall not exceed the cost of the product, which the Customer purchased from Applied StemCell, Inc..

5. The Customer agrees to indemnify and to hold harmless, ASC and all other parties involved, including their owners, officers, affiliates, associates, and employees for any and all damages incurred as a result of the products used. These parties shall not be liable under any circumstances.

6. By ordering any products from Applied StemCell, Inc., the Customer acknowledges the above terms, conditions, and disclaimers, included but not limited to the above disclaimers and any additional warnings and cautions. The Customer agrees to carefully abide by these terms, conditions, and disclaimers.

Warranty:

1. ASC warrants that our products will meet the claimed product specifications, such as viability, number of viable cells, and purity. ASC does not warrant any biological properties associated with our products.
2. ASC will replace any products that do not meet the specifications claimed on our certificate of analysis free of charge. In no event shall Applied StemCell, Inc.'s liability exceed the purchase price paid by the Customer.
3. ASC shall not be liable for any damages or injuries to persons or property arising from the use of its products. ASC is not liable for a product that has been misused or has been rendered unusable due to improper storage or handling.
4. All ASC products are "For Research Use Only" and are neither approved for human nor diagnostic, nor clinical applications.
5. This limited warranty has a one-year period starting from the time of shipment.
6. Applied StemCell, Inc.'s products are not permitted for re-sale without written authorization from Applied StemCell, Inc.