

1. BASIC CONDITIONS OF SALE

These Terms and Conditions apply to all sales of products and services (Agreement) by MetaSystems Group, Inc. (MGI). **These Terms and Conditions are part of, and incorporated in, any quotes and specifications provided to a Customer. The Customer is bound by these Terms and Conditions when accepting quotes and specifications or delivery of any products and services from MGI.**

1.1 Quotes and Specifications: MGI issues quotes and specifications describing to the best of our knowledge the products and services MGI provides. MGI may revise or withdraw quotes at any time before acceptance by the Customer. Quotes and specifications are deemed accepted by the Customer when MGI receives a purchase order. MGI reserves the right to make changes to quotes and specifications which are required for the products to comply with any applicable safety or other statutory requirements, and which do not materially affect their quality of performance without notice. Prices are in US\$ unless specified otherwise. Prices quoted do not include applicable duties and taxes, shipping charges (FOB source) and insurance unless explicitly specified otherwise.

1.2 Purchase Order: A purchase order by the Customer is deemed accepted if a written acknowledgement is issued or (if earlier) the products have been delivered.

1.3 Property: Title and risk in the products passes to the Customer depending on the applicable shipment terms. MGI retains a monetary security interest in any products sold to the Customer until the products are paid for in full.

2. METASYSTEMS DUTIES

2.1 Products and Services: MGI will provide the products and services specified in the quotation (see 1.1). If individual components have become unavailable MGI will provide alternative components of similar quality and performance.

2.2 Delivery: Delivery of products shall be FOB source, with all costs of shipping and insurance paid by the Customer. MGI will work to the best of its abilities to ship the products as specified in the quote or within the standard delivery time (3 months for systems including a microscope, 6 weeks for systems without microscope, 3 weeks for software only). These times, however, are approximate and the Customer shall not be entitled to refuse the products due to late delivery within reasonable limits.

2.3 Installation: MGI will install products by Company trained representatives on-site at the Customer during Normal Local Hours (9:00 AM to 5:00 PM, Monday through Friday, except MGI's recognized holidays) if on-site installation is part of the Agreement. Installation may be provided outside of Normal Local Hours at customer's request, at an additional charge for overtime labor and expenses.

2.4 Training: MGI will provide training by Company trained representatives. Training can be remote or on-site at the Customer's location during Normal Local Hours (9:00 AM to 5:00 PM, Monday through Friday, except MGI's recognized holidays) if on-site training is part of the Agreement. Training may be provided outside of Normal Local Hours at customer's request, at an additional charge for overtime labor and expenses. Training is generally provided at the time of the installation. MGI will work with the Customer to find a mutually agreeable schedule.

2.5 Warranty: MGI warrants to the first end-user customer that products conform to the manufacturer's specifications and will be free of defects for a one year warranty period following delivery unless otherwise specified. The warranty coverage includes parts, transportation and labor as set forth in the Terms & Conditions for Service. This warranty shall not cover any work required because of Customer's negligence, misuse of products, and/or the failure of Customer to properly maintain the products or provide the necessary environment for the proper operation of the products.

2.6 Software upgrades and Service Releases: MGI may periodically release software upgrades offering new and improved functionality throughout the product life time. The Customer is entitled to all software upgrades free of charge that become available within one year following delivery unless otherwise specified. MetaSystems may occasionally release software service releases offering bug fixes and revised drivers throughout the product life time. The Customer is entitled to applicable software service releases that become available. MGI will provide software upgrades and service releases on request by electronic means. Software upgrades and service releases do not include on-site installation and training.

3. RESPONSIBILITIES OF CUSTOMER

3.1 Order: The Customer shall submit a purchase order to MGI. MGI can only be expected to provide timely delivery with a purchase order received by fax (617)924-9954 or email (orders@metasystems.org). The purchase order must include a delivery address. The placing of an order shall constitute acceptance of these Terms and Conditions by the Customer.

3.2 Delivery discrepancies: The Customer must notify MGI in writing of any visible damage or non-delivery by the scheduled delivery date within 7 days of receipt or scheduled delivery. Products will be considered accepted if no notice is received.

3.3 Space and Environment: The Customer must provide adequate space and the operating environment necessary for MGI's products to perform as set forth in the specifications, manuals, notices, and other documents provided by MGI.

3.4 Access: The Customer must provide access as requested by MGI to install the products and perform the services required under the Agreement. This includes access to servers and workstations with Administrator privilege when necessary. The Customer may be billed at prevailing rates for lost time and travel if MGI is not permitted access. If Customer wants to receive internet based on-line support the Customer must provide MGI with remote network access to the products.

3.5 Contact: The Customer must appoint a main technical contact. Users and the main technical contact need to be available for training during the agreed training periods.

3.6 Maintenance: The Customer must observe and apply MGI's instructions and the customary care and maintenance procedures to keep the products in good working order including regular backups. The Customer must maintain the necessary environmental conditions. The Customer must install software updates and service releases provided by MGI. The Customer must keep the products insured at his cost until ownership passes in full.

3.7 Training: Following MGI's initial or subsequent training the Customer shall assure that on an on-going basis all current and new users are adequately trained in the proper use of the products. This continuous training shall be at the Customer's sole responsibility, cost and expense.

3.8 Relocation: The Customer must notify MGI prior to any system relocation. Removal to a new location without MGI's prior approval, and in accordance with specifications provided by MGI including the use of properly trained movers may, at MGI's option result in cancellation of the warranty.

3.9 Payment: The Customer must pay the total amount due for the Agreement within 30 days of delivery unless otherwise agreed upon separately in writing. If payment is made pursuant to an installment agreement and the Customer fails to make any payment on the due date the total purchase price shall be payable immediately. MGI shall be entitled to interest at the rate of 1.5% per month on late payments unless otherwise limited by applicable law. Customer shall pay MGI any and all costs incurred by MGI in collection of outstanding balances whether or not resulting in the initiation of litigation, including but not limited to reasonable attorney's fees.

3.10 Returns: If Customer has ordered products that include a return credit, a product exchange or MGI has authorized a return for credit correct storage, shipping and handling is the Customer's responsibility. If MGI does not receive the products to be returned or exchanged within a reasonable time and in good condition, Customer must reimburse MGI for the value of the products that should have been returned.

4. SOFTWARE LICENSE

If the products include software the Customer shall have a non-exclusive license to run the software on the platform for which it was provided. The customer can make copies for backup purposes. Each license is embedded in a hardware dongle. Loss of the dongle shall be equivalent to the loss of the Customer's license. Running multiple concurrent instances of software under a single license such as through a specialized server, is not permitted. All rights and ownership of software products remain with MetaSystems.

5. RESALE AND RETURNS

5.1 Training: If any components of the products are resold the Customer must assure that all instructions, recommendations for use and notifications which have been provided by MGI are brought to the buyer's attention and the Buyer is properly trained in the use of the products. Any such retraining shall be at Customer's expense.

5.2 Warranty: Any resale or relocation of MGI instrumentation without MGI's prior approval may, at MGI's option, result in immediate cancellation of the warranty and any and all obligations of MGI concerning the products, including but not limited to, its obligation to provide installation, training, maintenance and repair.

5.3 Returns: To return products to MGI the Customer must contact Customer Service (617)924-9950 or support@metasystems.org to obtain return authorization. Returns without authorization may not be accepted. All returns must be shipped prepaid. MGI, at its sole discretion, may refuse authorization to return unless said products are being returned pursuant to the provisions of the warranty. Products not returned, although part of a sales agreement or a warranty exchange within a reasonable time, typically 2 weeks will be billed. MGI reserves the right for compensation if products are returned in a degraded state such as with damage from improper handling or not in like new condition for new products.

5.4 Refunds: To receive a refund, the return of the products must be authorized by MGI and the products must be returned in "as new" condition, in the original boxes and packaging with all original accessories. Returns are subject to a restocking fee. Shipping fees will not be refunded.

6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

6.1: Disclaimer of Warranty: MGI warrants that the products provided as part of the Agreement will be free from defects in material and workmanship at the time of installation to the best of our knowledge. MGI makes no other warranties, either express or implied.

6.2: Limitation of Liability: If MGI breaches any warranty or obligation under the Agreement, its sole obligation shall be to make all necessary adjustments, repairs and replacements in accordance with the terms of the Agreement and to replace any defective parts installed under the Agreement. MGI shall have no liability for damages under the agreement in connection with any non-functioning or malfunctioning component unless such products fails to function properly for a period of three consecutive months. If the component fails to function properly for such three months period, MGI's total liability under the Agreement shall be limited to general money damages in an amount not to exceed the purchase price paid by the Customer attributable to such non-function or malfunctioning component for the period in which the component fails to function properly. MGI shall not be liable for any incidental, special, consequential or punitive damages of any nature whatsoever including without limitation, loss of use of the products or loss of profits.

6.3: Excused Events: MGI shall not be liable or be in breach of contract for any failure to perform or delayed performance of any part of the agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of MGI ("Excused Event") including, without limitation, labor disputes, other industrial disturbance, acts of God, shortages of materials, earthquakes, war, riots, public health risk, quarantine, embargoes, laws, actions, restrictions and regulations or orders of any government agency.

6.4: Medical Devices: MGI provides medical devices under the control of its quality system that have gone through a rigorous testing and validation process. The replacement of components by unapproved components or other alterations may affect system performance and regulatory compliance, and end MGI's obligations and warranties.

7. MISCELLANEOUS

7.1 Assignment: Customer may not assign its rights and obligations under the Agreement in full or in part by operation of law or otherwise, without MGI's prior consent. MGI will not assign its rights or obligations under the Agreement without prior notice to Customer.

7.2 Written Agreement: The Agreement supersedes any prior agreements, written or oral, between the parties, contains the entire understanding between the parties and except as provided herein, may be amended or altered only by a mutually signed written contract.

7.3 Governing Law: The Agreement of which these Terms and Conditions are a part shall be governed by the laws of the Commonwealth of Massachusetts and any action concerning or arising out of the Agreement shall be brought in Massachusetts. The Customer, by placing an order, agrees that it is submitting itself to personal jurisdiction within the Commonwealth of Massachusetts.

7.4 Unenforceable Provisions: If any part of the Agreement or its application becomes illegal, unenforceable, or void, such provision will be changed and interpreted so as to best accomplish the objectives of that provision to the extent allowed by law, and the remaining provisions of the Agreement will continue in full force and effect.

7.5 Confidentiality: All technical information provided as part of the Agreement is confidential and may not be passed to third parties without prior written consent unless it is already available in public domain. All pricing information and contractual agreements are confidential and may not be shared by Customer with anyone.

7.6 Controlling Terms: The Terms and Conditions of the Agreement shall supersede any standard provisions, Terms and Conditions contained on any confirmation or purchase order, acceptance, acknowledgment or other writing Customer may give or receive. If Customer's purchase order is used to accept the offer tendered by MGI, the Terms and Conditions in this Agreement will control and the issuance of the purchase order by Customer will operate as acceptance by Customer of MGI's Terms and Conditions.