

STANDARD TERMS AND CONDITIONS OF PURCHASE

The purchase order, together with these terms and conditions constitute the sole terms and conditions of an offer from Transgenomic (Transgenomic) to buy from the supplier ("SELLER") identified in the Purchase Order the Item(s) or Services described on the front of this purchase order. Any response by SELLER to Transgenomic which in any way varies any of the terms and conditions set forth herein shall constitute a mere counteroffer by SELLER to Transgenomic and shall not be binding on Transgenomic unless specifically agreed to and accepted in writing by an authorized representative of Transgenomic. In accepting the order described on the purchase order and/or delivering the Items on the purchase order, SELLER covenants and agrees with Transgenomic that, unless otherwise agreed in writing by representatives authorized by each of Transgenomic and SELLER, the following terms and conditions shall apply.

1. **Acceptance:** Formation of Agreement - SELLER's shipment of Items or the receipt by Transgenomic of SELLER's invoice or any other acknowledgment of this purchase order shall constitute an acceptance of this purchase order in its entirety by the SELLER. This purchase order shall constitute the entire agreement between Transgenomic and SELLER and shall supersede all previous correspondence, bids, offers, and acceptance between Transgenomic and SELLER with respect to the purchase contemplated hereby.
2. **Firm price:** Unless otherwise specified on the purchase order, all prices shown on this order are firm and not subject to increase.
3. **Shipment:** Unless otherwise specified on the purchase order, all costs of delivery to Transgenomic of the Items ordered hereby, including packaging, labeling and boxing, shall be prepaid by SELLER. All risk of loss shall be suffered by the SELLER until Items are delivered F.O.B. destination Transgenomic's ship to address as specified on the purchase order and SELLER shall promptly reimburse Transgenomic for any losses incurred by Transgenomic as a result thereof upon submission by Transgenomic to SELLER of a bill with reasonable supporting documentation.
4. **Billing:** Mail the original invoice and Bill of Lading to the attention of the Accounting Department at Transgenomic at the bill to address as specified on the purchase order. The purchase order number and Items billed must be clearly identified on invoice. If freight is not included in the order price, it must be billed separately with receipted copies of freight bills attached. Cash discount period will commence on the day of receipt of invoice that meets the billing requirements of this order. Terms shall be thirty (30) days net, unless otherwise specified on the purchase order.
5. **Warranties:** SELLER expressly warrants that a) all Items furnished to Transgenomic hereunder will be fit and safe for the purpose for which manufactured and for any particular purpose recommended to Transgenomic by SELLER, will be free from defects in material and workmanship, will conform to applicable specifications, drawings, samples and descriptions and, if of SELLER's design, will be free of design defects. SELLER also warrants that they will not change or alter any portion of any Item or subcomponent thereof, that is purchased by Transgenomic with a controlled specification and/or a Bill of Materials without express written notification to Transgenomic; b) all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures, further, the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Agreement. These warranties are in addition to any other express or implied warranties of SELLER with respect to the Items or Services, and shall survive acceptance by Transgenomic of items and any payment by Transgenomic with respect to Items. Neither SELLER's shipment of any Items ordered hereby nor payment by Transgenomic of any invoice from SELLER to Transgenomic therefore shall constitute Transgenomic's acceptance of Items ordered hereby or waiver of SELLER's warranties hereunder. If in Transgenomic's reasonable opinion any Item delivered by SELLER hereunder is found to be non-conforming to the applicable requirements, unfit for its intended use, or for any particular purpose recommended to Transgenomic by SELLER, or otherwise defective; then, at any time within ninety (90) days from the date when such Items are received by Transgenomic. SELLER shall at the SELLER's cost, including, without limitation reasonable field and shutdown costs and any and all packing, shipment, delivery, and installation costs, promptly repair, modify, or replace any Items.
6. **No limitation on Transgenomic's Damages:** Nothing in this purchase order shall be deemed (a) to limit or alter the measure of damages recoverable by Transgenomic under applicable law, (b) to make any remedy of Transgenomic exclusive of all other remedies permitted by law, (c) to limit or exclude Transgenomic's consequential damages, or (d) to limit Transgenomic's remedies to return of Items ordered and repayment to Transgenomic of the price therefore, or to repair and replacement of nonconforming Items or parts. The rights and remedies of Transgenomic as set forth herein are in addition to all other rights and remedies of Transgenomic provided by law.
7. **Taxes:** Unless otherwise indicated on the purchase order, prices shown on this purchase order do not include taxes of any kind.
8. **Intellectual Property:** Seller warrants that the Items will not and do not infringe any third party patent, copyright, trademark, or trade secret. If any claim, action, suit or other proceeding is brought against Transgenomic based upon copyright, trademark, patent or proprietary rights of a third party under the laws of any governmental authority relating to the Items, Transgenomic will give timely written notice to such claim, action, suit or other proceeding to SELLER. SELLER will defend any such claim, action, suit or other proceeding on behalf of and without expense to Transgenomic or Transgenomic may conduct its own defense which shall be at SELLER's expense and SELLER will indemnify and save Transgenomic harmless from all losses, costs or damages, including without limitation reasonable fees for attorneys suffered by Transgenomic as a result of any such claim, action, suit or other proceeding. SELLER will, at SELLER's expense (a) use SELLER's best efforts to procure for Transgenomic or Transgenomic's customers the right to continue selling or using any Items or parts thereof that may be affected by such claim of infringement, or (b) replace the allegedly infringing items or parts thereof with non-infringing Items or modify such Items or parts thereof so that they become non-infringing; provided however, that such modification shall not materially alter the characteristics, or affect or increase the cost of use, operation or maintenance of such Items.
9. **Cancellation:** Transgenomic reserves the right to cancel this purchase order by written notice. At the time of such termination, SELLER shall discontinue all work, place no additional orders, and cancel existing orders on the best possible terms. The cancellation payment, if any, shall be mutually agreed to by Transgenomic and SELLER based on that proportion of SELLER's work satisfactorily completed at the time of termination.

10. **Force Majeure:** In the event of labor disputes or strikes beyond SELLER's reasonable control which delays or prevents delivery of any Items or Services ordered pursuant to the purchase order to Transgenomic or which in Transgenomic's reasonable opinion increases Transgenomic's risk or renders goods ordered hereunder wholly or partially unusable for Transgenomic's purposes, Transgenomic shall have the right to cancel all or part of any unfulfilled portion of this purchase order by notice in writing to SELLER, and upon giving of such notice Transgenomic's obligation under this purchase order shall be limited to payment to SELLER at the price specified herein for Items hereunder and delivered to and accepted by Transgenomic at the time of the receipt by SELLER of such notice.
11. **Assignment:** SELLER may not assign or transfer any portion of this purchase order without the prior written consent of Transgenomic.
12. **Interpretation/Governing Law:** This Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Delaware, without regard to its conflict of laws rules. If any portion of this purchase order is found to be unenforceable, this purchase order shall be construed without the unenforceable provision.