

MASS HISTOLOGY SERVICES, INC. -- TERMS AND CONDITIONS

By accepting individual Work Estimates, Work Orders or Project Quotes, or by submitting samples to Mass Histology Services, Inc. (MHS), the Buyer agrees to the following terms and conditions.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale. No terms and conditions other than the terms and conditions contained herein shall be binding upon MHS, and the terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification executed by both the Buyer and MHS and signed by the President of MHS. All transactions shall be governed solely by the terms and conditions contained herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

CERTIFICATIONS: MHS certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. MHS certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended.

CHANGES: Buyer may not make any changes to Work Estimates, Work Orders, Project Quotes, or Purchase Orders once mutually accepted and signed by both MHS and Buyer or to other work once samples have been submitted. If Buyer wishes to make any changes, appropriate written requests for change orders must be discussed with MHS and pricing adjustments, if any, agreed upon in writing.

Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without MHS's written consent and payment to MHS of all charges, expenses, commissions and reasonable profits owed to or incurred by MHS. Specially fabricated or ordered items and supplies may not be canceled or returned, and no refund will be made.

CONFIDENTIALITY: During performance of services for Buyer, MHS shall hold in confidence and not use for itself or others any and all information disclosed to or developed by MHS in its performance hereunder.

DEBARMENT CERTIFICATION: MHS represents and warrants that neither MHS nor any person employed by MHS in connection with any goods and services provided hereunder has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

DELIVERY: MHS will make a good faith effort to complete delivery of the services or products as indicated by MHS, but MHS assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to MHS, including, but not limited to, liability for MHS's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of MHS. Under no circumstances shall MHS be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from

damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

GOVERNING LAW: This transaction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue for any action brought hereunder shall be the federal or state courts located within the Commonwealth of Massachusetts.

INDEMNIFICATION: Buyer shall indemnify, defend and hold harmless MHS and its affiliates (including all officers, directors, employees, contractors, and agents) from and against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees), out of, incident to, or resulting directly or indirectly from the performance of MHS hereunder.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have three (3) workdays from the date Buyer receives any products to inspect such products and services for defects, quality, and nonconformance which are not due to damage, shortage or errors in shipping and notify MHS, in writing, of any defects, quality concerns, or nonconformance of such products. After such three (3) workday period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such three (3) workday period is a reasonable amount of time for such inspection and revocation. If work quality is deemed to be unacceptable by the Buyer, MHS will have the work evaluated by an independent third-party expert. If the expert agrees that the quality of the work is due to technical failure on the part of MHS, MHS will re-do the work in question at no charge.

NON-WAIVER: MHS's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of MHS's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by MHS's President.

PRICE AND PAYMENT TERMS: Buyer agrees to pay for the services and/or products according to the prices outlined in each specific Work Estimate, Project Quote, or MHS's standard pricing in effect at the time the services are rendered. Prices do not include slide transport/storage boxes, packaging, and postage, costs of which can only be determined at time of invoicing and will be added to final invoicing. MHS's standard payment terms are NET 30 from date of MHS's invoice, which is issued upon completion and shipment of order. Depending on the size and scope of the project, an initial pre-payment, progress payments, or other non-standard payment terms may be required and details will be included in MHS's Work Estimate or Project Quote. In the event Buyer fails to make any payment to MHS when due, Buyer's entire account(s) with MHS shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate of 1.5% per month.

REMEDIES OF MHS: Upon default by Buyer, Buyer agrees to reimburse MHS all attorney fees and court costs incurred by MHS in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable MHS, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate

assurance of performance within ten (10) days after a justified demand by MHS or (f) if MHS, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of MHS herein are in addition to, and shall not exclude, any rights or remedies that MHS may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

SPECIMEN SUBMISSION REQUIREMENTS & DISCLAIMERS: In order for MHS to provide high-quality and efficient service to Buyer, MHS has developed the following requirements and disclaimers to help ensure that the Buyer's specimens arrive in viable condition. MHS will not be held responsible for:

any illegibly written ID numbers on specimen manifests, containers or cassette
any specimen identification which is greater than two (2) lines, twelve (12) characters per line. This is due to physical limitations on slides and cassettes. MHS reserves the right to abbreviate identifications that exceed these parameters.

the quality of slides that are sectioned and/or stained by MHS from poorly processed tissue submitted to us as paraffin blocks

labeling that washes off during processing of cassettes sent to us labeled with improper ink

any unpredicted end result. If any "untried" tissue, material or antibody is submitted to Mass Histology Service for "R&D" (Research and Development) workup, the client is responsible for paying us for our time and efforts, even if the results are not in the client's favor.

any poorly processed specimens which are sent to us in cassettes. The buyer is responsible for the proper trimming of their tissue samples.

SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due MHS in connection with this transaction.

SEVERABILITY: If any provision of this agreement, or any portion thereof, is held to be invalid or unenforceable by any court of competent jurisdiction, such invalid or unenforceable provision or portion thereof shall not affect the remainder of this agreement.

SHIPMENTS: All finished products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling shall be added to the amount of the order. Buyer is also given the opportunity to and is responsible for purchasing insurance from common carrier. If Buyer causes or requests a shipment delay, or if MHS ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as MHS's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.