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Terms and Conditions of Sale

Acceptance: NeuroInDx, Inc. (NDX) offers to sell product(s) and/or provide services to Buyer is expressly conditioned upon Buyer's acceptance of these terms and conditions. Any of the following constitutes Buyer's unqualified acceptance of these terms and conditions:

- written acknowledgement of these terms and conditions;
- issuance or assignment of a purchase order for the product(s) or services;
- acceptance of any shipment or delivery of product(s) or provision of services;
- payment for any of the product(s);
- any other act or expression of acceptance by Buyer.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER UNLESS EXPRESSLY AGREED TO IN WRITING BY NDX.

Prices, Taxes and Payment: NDX reserves the right to change the prices and specifications of its products or services at any time without notice, unless otherwise explicitly specified in a written customer quote. **Any tax, duty, custom or other fee of any nature imposed upon this transaction by any governmental or quasi-governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event NDX is required to prepay any such tax, Buyer will fully reimburse NDX for such tax prepayment.**

NDX reserves the right to charge a late fee to invoices outstanding beyond 30 days after shipment. Interest on all sums due and unpaid after due date shall run at the maximum rate permitted by applicable law until payment is received. In addition, NDX reserves the right to require C.O.D. payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record, as determined by NDX in its sole discretion. NDX may also refuse to sell to Buyer until each overdue account of Buyer and all its affiliates are paid in full. Buyer is responsible for all of NDX's collection costs on Buyer's past due accounts.

Delivery and Shipment: NDX will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that NDX accepts no liability for any losses or for damages arising out of delays in delivery. All delivery dates are estimates and the time of delivery shall not be of the essence. NDX shall be entitled to deliver the products in installments. Shipment of all products shall be Free Carrier (FCA) point of distribution by NDX; identification of the products shall occur when they leave NDX's point of distribution, at which time title and risk of loss shall pass to Buyer. Except as otherwise agreed, method of transportation will be per NDX 's policy. All shipment costs shall be paid by Buyer and if prepaid by NDX, the amount thereof shall be reimbursed to NDX.

Custom Made-To-Order Products: NDX may define certain products as Custom Made-To-Order ("CMO"). Buyer must provide NDX with product specifications prior to the start of manufacturing a CMO product. NDX and Buyer shall agree to all production and testing techniques prior to the start of manufacturing a CMO product. Buyer must provide a Purchase Order detailing product and delivery schedule for reserved product. Buyer shall purchase the entire lot of the CMO without regard to volume. Purchase Orders for a CMO product(s) are not cancelable.

Inspection: Buyer shall be responsible for inspecting all products shipped hereunder prior to acceptance, provided, that if Buyer shall not have given NDX written notice of rejection fully specifying and documenting the reasons thereof within 5 days following shipment to Buyer, the products shall be deemed to have been accepted by Buyer. NDX may, on Buyer's premises, inspect any hazardous products claimed not to conform. In the alternative, any claimed non-conformance may be confirmed through analysis by a third-party laboratory reasonably acceptable to both parties and within a reasonable time frame. If, as a result of said analysis, non-conformance is confirmed, the cost for said analysis shall be paid by NDX; otherwise Buyer shall pay for said analysis.

NDX 's Standard Warranty and Limitation of Liability: NDX warrants that its products will meet their applicable published specifications when used in accordance with their applicable instructions for a period of one year from shipment of the products or, in the case of research products or chemicals, at the time of shipment or for the expressly stated duration. This warranty does not extend to any product which has been subjected to misuse, neglect, not entirely paid for or to use in violation of instructions furnished by NDX

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If NDX breaches this warranty, then Customer shall be entitled to a refund of up to the amount paid for such services. The above represents Customer's sole remedy for breach of this services warranty. Buyer assumes all risk and liability for loss, damage or injury to persons or to property of Buyer or others arising out of the presence or use of the products or NDX 's provision of services. Except as expressly provided otherwise herein, NDX shall not indemnify nor be liable to Buyer, Buyer's customers, successors, or to any person or entity for any

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NDX SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, LOSS OF REVENUE OR PROFITS, OR ANY LIABILITY OF BUYER TO A THIRD PARTY. THE TOTAL LIABILITY OF NDX UNDER THESE TERMS AND CONDITIONS OF SALE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES INVOLVED. All claims must be brought within one (1) year of delivery, regardless of their nature.

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Buyer shall be solely responsible for: obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements, and conducting all necessary testing prior to use of product(s) purchased from NDX. Buyer shall indemnify and hold NDX, its corporate affiliates and any entity under majority control of NDX Technologies, agents, employees, and representatives, harmless from and against any and all

claims, damages, losses, costs or expenses (including attorney's fees), arising in connection with Buyer's sale or use of the products, including Buyer's breach of the covenants and representations contained in these Terms and Conditions of Sale, or arising from the negligence, recklessness or misconduct of Buyer.

Returned Goods: Buyer may not cancel any order without NDX's written consent. No products shipped under this contract may be returned without the express prior written authorization of NDX and all products must be returned with NDX's approved Product Return Authorization form. Title to the returned products shall pass to NDX upon delivery of the products to NDX's facilities. The products shall be returned in their original containers with the original NDX label affixed and unaltered in form and content. No returns will be authorized after 90 days following shipment to Buyer.

Technical Advice: NDX may, at Buyer's request, furnish technical assistance, advice and information with respect to the products, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed, however, that NDX is under no obligation to provide such technical assistance and/or information. To the extent that such technical assistance and/or information is provided to Buyer, the disclaimers and limitations of liability contained herein shall be applicable.

Agents, etc.: No agent, employee or other representative has the right to modify or expand NDX's standard warranty applicable to the products or services to make any representations as to the products other than those set forth in NDX's product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of this contract.

No Assignment: Orders are not assignable or transferable, in whole or in part, without the express written consent of NDX.

Typographical Errors: Stenographical, clerical or computer errors on the face of any NDX invoice shall be subject to correction by NDX.

Third Parties: Nothing in this document is intended to create any rights in third parties against NDX.

Modification, Waiver of Breach: This contract may be modified and any breach hereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought. The waiver by either party at any time to require performance by the other of any provision of these Terms and Conditions shall not operate as a waiver of such provision at any other time.

Governing Law: This contract shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of the state of California.

Arbitration: Any and all disputes or controversies arising under, out of or in connection with this contract or the sale or performance of the products or services, except for collection matters, shall be resolved by final and binding arbitration in Los Angeles, California under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the state of California or in the United States District Court in Los Angeles, California, to whose jurisdiction for such purposes NDX and Buyer each hereby irrevocably consents and submits.

WEEE Directive: Buyer hereby agrees to bear any costs and conduct any required operations associated with the environmentally sound management of waste resulting from the products in accordance with all provisions, including any specific conditions, laid down by any national legislation, including legislation relating to electrical and electronic waste. Should Buyer be a distributor or the end user, for any disposal of used product support, please contact a NDX representative.

Compliance with Foreign Corrupt Practices Act: Buyer acknowledges that NDX is a United States corporation and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq., which prohibits the making of corrupt payments (the "FCPA"). Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause NDX to be in violation of, the provisions of the FCPA.

Compliance with Export Restrictions: Buyer acknowledges that the merchandise covered by this contract is subject to the export control laws of the country from which shipment is made, as well as possibly those of the United States. Buyer further acknowledges that, depending on the product, its country of destination, its end use, and the identity of the parties to the transaction, such laws may require Buyer, either for the further transfer of the product being exported to it by NDX, or for the transfer of any item into which Buyer may incorporate such product, to seek and obtain export licenses/authorizations issued pursuant to those laws. Where Buyer re-exports the merchandise in question, it is the legally responsible party for determining its correct export classification, and for obtaining any necessary export

licenses/authorizations, as a courtesy, to aid Buyer in ascertaining the export classification and the potential applicability of U.S. export control laws, on its invoice, NDX shall provide Buyer (i) with what it believes is the correct classification, under local and U.S. laws, of the product being shipped and (ii) a statement as to the country of origin of the product.

Buyer agrees to hold NDX harmless from any and all liabilities or costs incurred by NDX or its affiliates for any reason arising from or in connection with any export, import, regulatory, governmental or treaty violations in any jurisdiction, incurred intentionally or unintentionally.

Force Majeure: Neither party hereto shall be in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay in performance which is due to causes beyond its reasonable control. Either party affected by such an event shall promptly give notice to the other, stating the nature of the event, its anticipated duration and action being taken to avoid or minimize its effect. Neither party hereto shall be required to grant any demand or request to bring to an end any strike or other concerted act of workmen. If, at Buyer's request or for any reason for which Buyer is responsible, the production or shipment of products is delayed, NDX may immediately invoice Buyer for the products produced, and costs and expenses incurred up to the time of the delay.

Publicity: Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to NDX, its affiliates, their products, or to these Terms and Conditions of Sale must be approved by NDX prior to its use or release.

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Severability: If any provision of these terms and conditions is held illegal, invalid, inapplicable or unenforceable, such provision shall be deemed severed from these terms and conditions, the remainder of which shall remain in full force and effect.

Entire Agreement: These Terms and Conditions of Sale shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of NDX products and the provision of NDX services and supersedes all prior and contemporaneous understandings or agreements of the parties.