GENERAL SALES TERMS AND CONDITIONS

1. Terms and Conditions; Binding; Entire Agreement. The quotation (the "Quotation") of CONQUER SCIENTIFIC LLC ("CONQUER") together with these Terms and Conditions of Sale (hereinafter "Terms and Conditions") and all other attachments to the Quotation (collectively, the "Agreement") is an offer to sell equipment and/or spare parts and any attendant services to Buyer. CONQUER’s acceptance of the Agreement is expressly conditioned upon Buyer’s acceptance of these Terms and Conditions. No amendment of these Terms and Conditions (whether such amendment is inconsistent with, different from or in addition to, these Terms and Conditions) will be binding upon CONQUER unless specifically agreed to in a writing signed by CONQUER. Any CONQUER failure to object to any provisions contained in any purchase order or other communication from Buyer to CONQUER shall not be construed as an acceptance of such provisions nor as a waiver of these Terms and Conditions. Any reference by CONQUER in any communication with Buyer to any purchase order from Buyer shall be for reference purposes only and will not serve to amend the Agreement in any way. No action, inaction or course of dealing by or on behalf of CONQUER shall be deemed an acceptance of, or agreement with, any term in any other document related to the subject matter herein to the extent same is inconsistent with the terms of the Agreement, and Buyer hereby waives all right to so claim. Buyer may accept the offer contained in the Agreement by executing and delivering to CONQUER a copy of the Quotation. There shall be no agreement between CONQUER and Buyer resulting from Buyer's execution and delivery of the Agreement has been duly executed by both parties. The Agreement constitutes the entire agreement between CONQUER and Buyer regarding the subject matter herein and supersedes all prior and contemporaneous agreements between such parties, whether written or oral, with respect to such subject matter.

2. Delivery Terms; Delivery Dates; Title and Risk of Loss; Inspection and Damage.
   a. Delivery terms will be F.O.B. CONQUER shipping point; identification of the Equipment will occur when it leaves CONQUER’s shipping point at which time title and risk of loss will pass to Buyer. Delivery will be made by CONQUER either by delivering or procuring delivery of the Equipment to Buyer’s premises or such other address as is notified to CONQUER in delivery of delivery. All shipments costs will be paid by Buyer and if prepaid by CONQUER the amount thereof will be reimbursed to CONQUER. CONQUER will make reasonable commercial efforts to ship the Equipment in accordance with the delivery date set forth, CONQUER accepts no liability for any losses or for general, indirect special or consequential damages arising out of delays in delivery.
   b. Any dates quoted for delivery of the Equipment are approximate only and CONQUER will not be liable for any delay in delivery of the Equipment however caused. Time for delivery will not be of the essence of the Agreement unless previously agreed by the Company in writing. The Equipment may be delivered by CONQUER in advance of the quoted delivery date upon giving reasonable notice to the Buyer. If the Company fails to deliver the Equipment, for any reason other than any cause beyond CONQUER’s reasonable control or the Buyer’s fault, and CONQUER is accordingly liable to the Buyer, CONQUER’s liability will be limited to the excess, if any, of the cost to the Buyer in the cheapest available market of similar goods to replace those not delivered over the price of the Equipment.
   c. If the Buyer fails to take delivery of the Equipment or fails to give CONQUER adequate delivery instruction at the time stated for delivery, otherwise than by reason of any cause beyond the Buyer’s reasonable control or by reason of CONQUER’s fault, then, without prejudice to any other right or remedy available to CONQUER: i. CONQUER may store the Equipment until actual delivery and charge the Buyer for all reasonable costs, including insurance, of storage; or ii. the Equipment will be at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Agreement or charge the Buyer for any shortfall below the price under the Agreement.
   d. If Buyer fails to report any claim for shortages within Ten (10) days after Buyer’s receipt of the Equipment, such failure shall constitute a waiver of Buyer’s rights of inspection and rejection.
   e. Buyer must notify CONQUER within Ten (10) days of delivery of any concerns or discrepancies based on any defect in the quantity, quality or condition of the Equipment, or failure to conform to a specification, whether or not delivery is refused by the Buyer, otherwise the Buyer will be bound to pay the contracted price for the Equipment as if the Equipment has been delivered fully in accordance with the Agreement.

3. Technical Documentation. Timely performance by CONQUER is contingent upon Buyer’s supplying to CONQUER, when needed, all required technical information, including, without limitation, drawing approval and all required commercial documentation. Any technical documentation, drawings, brochures or catalogs provided to Buyer by CONQUER are intended for guidance only and not binding unless expressly stated otherwise. CONQUER reserves all rights in all such documentation. Without CONQUER’s prior written consent, any such documentation shall not be: (a) disclosed, in whole or in part, to any other Person; (b) used for any purpose other than those for which they have been provided to Buyer; or (c) used for the manufacture of any duplicate or similar Equipment or parts by Buyer or any other Person.

4. Installation; Commissioning; Acceptance.
   a. Installation: Upon Buyer’s receipt of the Equipment, Buyer shall complete all its installation responsibilities provided by CONQUER, including, without limitation, electrical and mechanical assembly of all components and connections. Upon Buyer’s request, and at Buyer’s sole cost and expense, CONQUER will provide reasonably requested assistance to Buyer as to its installation responsibilities. Upon Buyer’s completion of all its installation responsibilities, Buyer shall provide notification to CONQUER that all such responsibilities are complete, and that the Equipment is ready for Commissioning (the “Installation Completion Notice”). If upon CONQUER’S arrival at Buyer’s site, CONQUER determines, in its sole discretion, that Buyer has not completed all its installation responsibilities, any subsequent visits to Buyer’s site to complete the Commissioning will be at Buyer’s sole cost and expense in accordance with the Schedule of Charges attached to the Quotation (“Schedule of Charges”).
   b. Commissioning: After Buyer’s receipt of the Installation Completion Notice, a CONQUER representative will perform start-up, final tuning and inspection of the Equipment and will train Buyer’s designated personnel in the safe and proper operation of the Equipment (the “Commissioning”). CONQUER will promptly notify Buyer in writing of the completion of the Commissioning, including any non-material exclusions thereto (the “Commissioning Notice”). Completion of the Commissioning shall be determined by CONQUER, in its sole discretion. Only upon completion of the Commissioning by CONQUER and CONQUER’s delivery of the Commissioning Notice to Buyer shall Buyer have the right to use the Equipment, and under no circumstances is Buyer authorized to operate the Equipment prior to completion of the Commissioning, except for limited testing purposes. If Buyer operates or otherwise uses the Equipment prior to completion of the Commissioning by CONQUER (except for limited testing purposes) (1) CONQUER shall have no further obligation for Commissioning the Equipment, including training Buyer personnel; and (2) the Warranty shall be null and void and of no effect, and the Equipment shall be deemed to have been purchased “AS IS, WITH ALL FAULTS”.
   c. Acceptance: Unless Buyer provides CONQUER with written notice to the contrary within Thirty (30) days after completion of the Commissioning, Buyer shall be deemed to have acknowledged and agreed to the following:
   (1) the Equipment has been fully and properly installed, including all necessary safety equipment, devices and guards, and the Commissioning has been completed in full compliance with all terms and conditions of the Agreement; (2) the Equipment has been properly labeled with all appropriate warning/safety labels and any additional warning labels that Buyer may deem more appropriate for its workforce (including labels in languages other than English) shall be the sole responsibility of Buyer; (3) Buyer has had a reasonable opportunity to inspect, has fully inspected and has approved the Equipment; (4) the Equipment is fully conforming with the terms of the Agreement; (5) CONQUER has provided all instruction and training in the proper and safe operation, use, care, maintenance and repair of the Equipment; CONQUER shall have no further responsibility to provide any further instruction or training with respect to the Equipment, and any such further instruction or training shall be the sole responsibility of Buyer; and (6) CONQUER has fully complied with all other terms of the Agreement.

5. Payment Terms Subject to this Section 5, all payment terms are set forth in the Quotation. Unless otherwise stated, all payments shall be in United States Dollars. Any deposit set forth in the Quotation is payable in consideration of CONQUER’s administrative and other expenses incurred in entering into the Agreement and is nonrefundable. Except as set forth in Section 4, the Commissioning cost is set forth in the Quotation. All freight costs will be borne by Buyer. If Buyer fails to comply at any time with any payment terms in the Agreement and such failure to pay continues for Thirty (30) days (provided CONQUER has given Buyer notice of such failure to pay), then CONQUER shall have the right to cancel the Agreement upon prior notice to Buyer and upon such cancellation shall have no further duties or obligations to Buyer hereunder.

6. Returns. CONQUER, in its sole discretion, authorizes returns of Equipment in appropriate circumstances, subject to such conditions as CONQUER may specify. Any such return will be subject to the express prior authorization of CONQUER and payment by Buyer of a restocking charge of a minimum of 25% of the purchase price of the Equipment. Upon receipt, the returned equipment will be subject to CONQUER evaluation and inspection for damage and/or abuse which may result in an adjustment of the restocking charge. No returns will be authorized after Thirty (30) days following shipment to Buyer. In addition to the restocking charge, the Buyer must pay all shipping costs for the prompt and safe return of the Equipment to CONQUER.

7. Termination. CONQUER will be entitled to cancel the Agreement or, at its discretion, suspend any further deliveries under the Agreement without liability to the Buyer in the event that: (a) the customer makes any voluntary arrangement with its creditors; (b) the Buyer as company becomes subject to an order or an administration by an administrative body; (c) goes into liquidation or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the Buyer; (d) liquidation proceedings, or a receiver, trustee, or any other person is appointed, in respect of any part of the property or assets of the Buyer; (e) the Buyer ceases, or threaten to cease, to carry on business; CONQUER reasonably apprehends that any of the events set out above is about to occur in relation to the Buyer and notifies the Buyer accordingly. In the event of a termination of the Agreement the Equipment or parts which have been delivered but not paid for the price will become immediately due and payable by Buyer. Buyer agrees that all rights and obligations, to the contrary notwithstanding, any previous agreement for arrangement or settlement of the dispute.

8. Fire & Explosion Protection. Any equipment may be capable of handling materials that are flammable and/or explosive. Appropriate fire and explosion detection and suppression systems will vary depending on materials processed and handled with the Equipment by Buyer. Buyer is solely responsible selecting and installing all fire and explosion suppression systems utilized in connection with the Equipment, and Buyer represents and warrants to CONQUER that prior to commencement of Commissioning, all such systems are reasonably necessary to operate the Equipment have been properly installed.

9. No Removal of Safety Devices. Buyer covenants that under no circumstances will Buyer remove any safety equipment, devices or guards or any warning/safety label or notice from the Equipment while the Equipment is in operation.
11. Ownership of Technology/Improvements. CONQUER shall retain exclusive ownership of all right, title and interest in and to all CONQUER Technology and all Improvements. CONQUER’s sale of the Equipment hereunder does not grant or convey to, or confer upon, Buyer or any other Person any license of any kind, express or implied, under any CONQUER intellectual property rights.

12. Confidentiality. At all times after the Effective Date, Buyer shall: (a) maintain the Confidential Information in strict secrecy by utilizing the same degree of care as Buyer utilizes for maintaining the confidence of its most highly confidential or proprietary information (which in no event shall be less than reasonable care); (b) not use the Confidential Information in any way, in whole or in part, except as necessary for Buyer to operate, maintain or repair the Equipment and for no other purpose of any kind; (c) not publish or disclose the Confidential Information in any way, in whole or in part, to any Person; and (d) not re-engage, disassemble or deconstruct the Equipment in any way.

13. Indemnification.

a. By Buyer - (for purposes of the Agreement, “Damage” means the aggregate of any and all claims, losses, costs, judgments, deficiencies, penalties, obligations, liabilities, damages, fines and expenses of any kind (including, without limitation, any special, incidental, consequential, punitive or any other indirect damages, and all reasonable attorneys’ fees and disbursements)) Buyer agrees to indemnify, defend and hold harmless CONQUER and its Affiliates, and their respective directors, officers, employees, shareholders and agents (collectively, the “CONQUER Indemnitees”) with respect to the aggregate of all Damages incurred or suffered by any CONQUER Indemnitees arising out of or relating to: (1) any breach of, or default in the observance or performance of any agreement made by Buyer in the Agreement or the failure of Buyer to fulfill any other obligation that it is required to perform or observe in the Agreement; (2) any breach of or failure by Buyer to correctly manufacture, deliver or warranty the Equipment, as applicable; (3) any breach of any representation or warranty made by Buyer in the Agreement; (4) any breach by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); (5) any removal of any necessary safety equipment, device or guard or any warning notice (if made) or any notice from the Equipment, by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); (6) any alteration, modification, connection or repair of the Equipment, by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); (7) any addition of any part, component or accessory or any use thereof that is: (a) added by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); or (b) not supplied or approved in writing by CONQUER; (8) any use or operation of the Equipment by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel) not in accordance with any Equipment instruction, operation, maintenance or repair instructions furnished by CONQUER or any generally accepted industry standards; (9) any use or operation of the Equipment by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel) prior to completion of the Commissioning; and/or (10) Buyer’s failure to adequately train its staff in the operations and maintenance of the Equipment.

b. By CONQUER for Infringement - CONQUER hereby represents and warrants, to CONQUER’s actual knowledge, that: (1) neither the Equipment nor any of CONQUER’s Technology utilized in the Equipment: (i) infringes any patent, patent application, license, trade secret, know-how, trademark or any other intellectual property right of any kind, of any Person or Any Applicable Law; or (ii) constitutes any kind of wrongful use of any confidential information or proprietary information of any Person; and (2) to such claim is pending or threatened against CONQUER. Subject to Section 13(b), CONQUER agrees to defend, hold and hold harmless Buyer with respect to any or all of the Damages (including all special, incidental, consequential, punitive or any other indirect damages) incurred or suffered by Buyer arising out of or relating to any breach of or false or fraudulent representation or warranty made by CONQUER contained in the foregoing sentence.

14. Limitation - CONQUER shall have no liability under Section 13(b) to indemnify, defend or hold harmless Buyer to the extent that any Damages incurred or suffered by Buyer arise out of or relate to: (1) any breach of any part, component or accessory (or any use thereof that is: (a) added by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); or (b) not supplied or approved in writing by CONQUER; (2) use of the Equipment and/or any component thereof in any manner for or any purpose or application for which it was not designed or intended; (3) use of the Equipment and/or any component thereof for the manufacture of products in respect of which Buyer needs and failure to obtain a third party license, consent or permission (other than any third party license, consent or permission granted by CONQUER or granted to Buyer in the Agreement); (4) any alteration, modification, connection or repair of the Equipment and/or any component thereof by Buyer or any other Person (other than CONQUER or CONQUER authorized personnel); or (b) any aspect of the design, manufacture and/or method of operation of the Equipment and/or any component thereof in accordance with any drawings, specifications, instructions and/or other materials issued by Buyer to CONQUER.

15. Security Agreement. If Buyer shall default in the fulfillment of any of its obligations under the Agreement, CONQUER shall have the right to and may pursue any and all legal or equitable rights or remedies available to a secured creditor under the Uniform Commercial Code.

16. Limited Warranty. The CONQUER quote will determine the warranty coverage the Buyer will receive. A separate warranty agreement will be forwarded to the Buyer by CONQUER which will define the terms and conditions of warranty for this equipment.

17. Collection Costs. Buyer shall be liable for all of CONQUER’s collection costs (including reasonable attorneys’ fees and costs).

18. Publicity. Buyer hereby consents to CONQUER’s use of Buyer’s name as a reference and customer in CONQUER sales and marketing materials and efforts, including, without limitation, brochures, sales literature and website.

19. Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S. without reference to principle of conflicts of law.

20. Indemnification.

a. CONQUER’s aggregate liability to Buyer and any third party for losses or Damages of any kind arising out of or pursuant to the Agreement or the use of the Equipment, including, without limitation, injury to any Person or property, whether based on contract, tort, strict liability or any other theory, except the aggregate purchase price paid to CONQUER in good funds for the Equipment that is SUBJECT TO THE APPLICABLE LAW.

b. Security Agreement. If Buyer shall default in the fulfillment of any of its obligations under the Agreement, CONQUER shall have the right to and may pursue any and all legal or equitable rights or remedies available to a secured creditor under the Uniform Commercial Code.

21. Subrogation Waiver. CONQUER, Buyer and any other Person claiming through either Party each releases the others from all Damages related to the Equipment or services provided under the Agreement regardless of the cause thereof, to the extent such Damages are covered by any insurance carried by the Party suffering such Damages.

22. Taxes. The purchase price set forth in the Quotation shall be paid without deduction or withholding for any Taxes levied with respect to such purchase price. All Taxes, when applicable, will be solely the burden of Buyer and will be paid by Buyer directly to the applicable Government Authority unless prohibited by Applicable Law, in which case Buyer shall timely pay such Taxes to CONQUER for remission to the appropriate Government Authority.

23. Credit Sales. CONQUER reserves the right to require immediate cash payment upon delivery, shipment, delivery or C.O.D. if, in its sole discretion, determines that Buyer’s financial condition does not merit CONQUER’s extension of credit. A finance charge of 1.5% per month will be assessed on all past due balances. If such finance charge exceeds the maximum rate allowed by Applicable Law, then such finance charge shall be deemed to be reduced to the maximum rate allowed by Applicable Law.

24. Collection Costs. Buyer shall be liable for all of CONQUER’s collection costs (including reasonable attorneys’ fees and costs).

25. Warranty. CONQUER’s sole liability hereunder shall be limited to the exclusive remedy of repairing or replacing the non-complying Equipment, at CONQUER’s sole option and expense, within a reasonable time after the Force Majeure ceases to exist.

26. Export Controls. The Agreement and all Equipment furnished by CONQUER to Buyer in connection herewith shall at all times be subject to any applicable law relating to the export, re-export, delivery or transfer from the U.S. of any products that may be exported from time to time by any Government Authority, including, without limitation, the U.S. Export Administration Regulations (15 CFR Ch. VII, Subchapter C).

27. Amendment. The Agreement may not be amended except by a written instrument executed by an authorized representative of both Parties; provided, however, the Warranty may only be amended in accordance with Section 12.

28. Assignment. Buyer may not assign any of its rights, duties or obligations under the Agreement without CONQUER’s prior written consent.

29. Notices. All notices required or permitted hereunder shall be in writing and: (1) personally delivered (deemed effective upon personal delivery); or (6) sent by an internationally recognized, commercial overnight delivery service with provisions for a collection costs (including reasonable attorneys’ fees and costs).

30. Disputes. Any dispute arising between the Parties pursuant to the Agreement shall be exclusively resolved by the exclusive jurisdiction of and shall be finally settled in an action commenced and maintained in any state or federal court sitting in WYOMING COUNTY, New York, U.S.A. and the Parties irrevocably consent and submit to the personal jurisdiction of such courts and agree not to challenge or assert any defense to the jurisdiction of said courts, including, without limitation, forum non conveniens. If Buyer commences any such action in a court other than any of said courts, Buyer shall pay all CONQUER’s cost and expense, including attorneys’ fees and costs, to move such action to the appropriately venue court.
32. Waiver. Failure by either Party to insist upon strict performance of any provision herein by the other Party shall not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent default by the other Party, and no waiver by either Party shall be effective unless it is in writing and duly executed by such Party.

33. Counterparts. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

34. Survivability. All representations, warranties and agreements herein shall survive and continue to bind the Parties after the execution and delivery of the Agreement and the expiration or earlier termination of the Agreement, to the extent and for as long as may be necessary to give effect to the rights, duties, and obligations of the Parties pursuant to the Agreement, subject to any applicable statute of limitations.

35. Limitation on Action. No action at law or in equity shall be brought by Buyer against CONQUER unless it is commenced within one (1) year from the date of delivery of the Equipment by CONQUER to Buyer or from the date any alleged claim accrued, whichever is earlier.

36. Inconsistencies. If any provision of these Terms and Conditions are inconsistent with any provision of the Quotation, then the provision of the Quotation shall control.