Terms and Conditions of Sale
Cosmo Bio USA, Inc

1 Acceptance
Cosmo Bio USA, Inc’s (hereinafter, COSMO) offer to sell product(s) to Buyer is expressly limited to Buyer’s acceptance of these terms and conditions. Any of the following constitutes Buyer’s unqualified acceptance of these terms and conditions: (i) written acknowledgement of these terms and conditions; (ii) issuance or assignment of a purchase order for the product(s); (iii) acceptance of any shipment or delivery of COSMO product(s); (iv) payment for any of the product(s), or (v) 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

2 Prices, Taxes and Payment
All prices are firm unless otherwise agreed to in writing. COSMO Corporation ("COSMO") reserves the right to change the prices and specifications of its products at any time without notice unless otherwise explicitly specified in a written customer product quote. Any tax, duty, custom or other fee of any nature imposed upon the transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event COSMO is required to pay any such tax, Buyer will reimburse COSMO. Payment terms shall be net 30 days after shipment by COSMO. COSMO reserves the right to charge a late fee to invoices outstanding beyond 30 days after shipment. In addition, COSMO 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. COSMO may also refuse to sell to any person until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts.

3 Order Cancellation
Cancellations are strongly discouraged. However, Cosmo Bio understands cancellations are occasionally necessary. All cancellations are subject to a minimum cancellation fee of 10% of the purchase price for each cancelled item. For cancellations before your item has been shipped, Cosmo Bio will invoice Buyer or a cancellation fee equal to 10% of the purchase price for each cancelled item. Requests to cancel orders for items that have already been shipped shall be honored at the discretion of Cosmo Bio and additional fees may apply. Please contact us directly. And please see Paragraph 9 below, "Returned Goods."

4 Delivery and Shipment
COSMO will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that COSMO accepts no liability for any losses or for damages arising out of delays in delivery. Shipment of all products shall be F.O.B. point of distribution by COSMO; identification of the products shall occur when they leave COSMO's point of distribution, at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by COSMO, the amount thereof shall be reimbursed to COSMO.

Products shipped with dry ice are subject to a handling charge which is prepaid by COSMO and added to the invoice. At its discretion, COSMO may require a volume or certain research region products for evaluation on behalf of Buyer, for up to 90 days. The reserved volume is subject to reactivation or release at COSMO's discretion. Buyer is responsible for evaluation of reserved product and determination of specific volumes and delivery schedules to be requested. Within 90 days, Buyer must provide COSMO with a Purchase Order detailing the product, lot, volume, and delivery schedule for reserved product. All excess product(s) will be released at COSMO's discretion. Should Buyer be unable to determine a firm delivery schedule for a reserved product within 90 days, a separate written Supply Agreement detailing product, lot, volume, storage fees, and a final date when the balance of all products will be delivered must be agreed upon between COSMO and Buyer before any product will be delivered. The final shipment date may not exceed 365 days after execution of the Supply Agreement. The Supply Agreement is subject to all terms and conditions set forth herein.

5 Custom Made-To-Order Products
COSMO may define certain products as Custom Made-To-Order ("CMO"). Buyer must provide COSMO with product specifications prior to the start of manufacturing a CMO product. COSMO 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 cancellable.

6 Inspection
Buyer shall be responsible for inspecting all products shipped heretofore to acceptance, provided that Buyer shall not have given COSMO written notice of rejection fully specifying and documenting the reasons thereof within 30 days following shipment to Buyer; the products shall be deemed to have been accepted by Buyer.

7 COSMO’s Standard Warranty
COSMO warrants that its products will meet their applicable published specifications when used in accordance with their applicable instructions or, in the case of research products, will conform to the product description that accompanies each product, for a period of one year from shipment of the products. COSMO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranty provided herein and the data specifications and descriptions of COSMO products appearing in COSMO's published catalogues and product literature may not be altered except by express written agreement signed by an officer of COSMO. Representative(s), oral or written, which are inconsistent with this warranty or such publications are not authorized and if given, should not be relied upon.

In the event of a breach of the foregoing warranty, COSMO's sole obligation shall be to repair or replace, at its option, the applicable product or part thereof, provided the customer notifies COSMO promptly if any such breach. If after exercising reasonable efforts, COSMO is unable to repair or replace the product or part, then COSMO shall refund to the customer all monies paid for such applicable product or part. COSMO SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER DAMAGES.
Statutes at Large, Section 503 et seq., as from time to time amended; or any successor act and all regulations promulgated thereunder. Buyer will cooperate with COSMO in obtaining appropriate export licenses for the Products and will submit all documentation requested by COSMO (including, without limitation, Form ITA-829) in connection therewith. Buyer agrees that it will comply with all restrictions imposed by the United States government relating to the export, or re-export, of the products or the transfer of any COSMO technical data. Buyer also agrees that, without the prior written approval of the U.S. Department of Commerce, it will not sell the products to any customer it knows or has reason to know, will use them, directly or indirectly, in any chemical or biological warfare application. Buyer will cooperate with COSMO and will submit all documentation requested by COSMO to obtain the appropriate licenses prior to the export of the products or the transfer of any COSMO technical data. If required by COSMO, Buyer will also obtain an end use statement from the end user of products. Buyer further agrees that if it will comply with all import and export restrictions of any country in which Buyer is doing business, including but not limited to verification by Buyer that no end user of the products or recipient of technical data has been listed on any country's "denied parties" list.

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

24. 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 COSMO products and supersedes all prior and contemporaneous understandings or agreements of the parties.

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