SALES OFFER TERMS AND CONDITIONS

1. **Offer, Governing Provisions and Cancellation**. This is an offer by Alexeter Technologies, LLC ("Seller") to sell to buyer ("Buyer") the Guardian Reader and/or Defender TSR™ Reader that interprets IAQ Pro test strips, together referred to as the IAQ Pro Guardian System or IAQ Pro Defender TSR System (the "System"), Seller's acceptance of which is limited to, and expressly conditioned upon Buyer's assent to, the terms and conditions set forth on both sides of this offer. Except as noted expressly herein, Seller objects to any additional or different terms contained in any other writing, agreement, offer, purchase order or other communication previously or hereafter provided by Buyer to Seller. No additional or different terms or conditions will be binding upon Seller unless Seller specifically agrees to such terms and conditions in writing.

2. **Payment**. Payment terms are due upon order or credit may be extended to the buyer at seller's discretion for net thirty (30) days. If Seller determines at any time that the financial condition of Buyer does not justify such terms of payment, Seller may demand full or partial payment in advance before proceeding with shipment, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option without prejudice to other lawful remedies, may defer delivery or cancel this contract. If Buyer defaults in any payment when due, the entire contract price shall immediately become due and payable upon demand of Seller. In the event of default by Buyer, Buyer will be responsible for any and all additional fees associated with collection of contract price including but not limited to collection fees, court costs and legal fees.

3. **Taxes and Other Charges**. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer (collectively, "Taxes and Other Charges") shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such Taxes and Other Charges, Buyer shall reimburse Seller therefor.

4. **Delivery.** Delivery of goods F.O.B. Seller's dock shall constitute delivery to the Buyer; any cost and responsibility thereafter for claims, delivery, loss or damage, including, if applicable, placement in storage, shall be borne by Buyer. Seller reserves the right to make delivery in installments. Likewise, Buyer may request delivery in installments, and Seller agrees to be bound by such request if made in writing by Buyer. All such installments shall be separately invoiced and paid for when due, without regard to the delay or failure of Seller to make subsequent deliveries.

5. **Shipping or Delivery Dates; and Force Majeure**. All shipping and delivery dates are approximate. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of Buyer, act of terrorism, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be termination of the affected agreement.

6. **Inspection and Acceptance.** Immediately upon receipt of any shipment hereunder, Buyer shall inspect the goods received and Buyer shall immediately notify Seller of any claims for defects or nonconformity. In the event Buyer shall fail to so notify Seller of any such defects or nonconformity, all goods received shall conclusively be deemed to conform to the terms and conditions of this offer, and shall be deemed to be irrevocably accepted by Buyer. Any and all claims of nonconformity or defect not specifically mentioned in such notice shall in any event be deemed waived. Items that are returned will be returned at the sole expense of Buyer, expect for those items covered by the Extended Warranty, if purchased by Buyer. Any cost and responsibility for claims, delivery, loss or damage, including, if applicable, placement and storage, shall be borne by Buyer until the System returned to Seller's dock.

7. **Storage**. If, at Buyer's request or due to any action or omission by Buyer, the goods covered by this confirmation are not shipped within fifteen (15) days after the scheduled delivery date, Seller may store the goods at Buyer's risk and expense upon Seller's premises or elsewhere, and Buyer shall pay all handling and storage costs at the prevailing commercial rates thereof.

8. **Care of System**. Buyer agrees to complete installation of, perform regular maintenance on and care for the System in accordance with the operating instructions for the relevant System, a copy of which Buyer acknowledges receiving. If Buyer does not comply with the instructions set forth in the operating instructions for the relevant System, and that failure results in the need for replacement parts, Buyer shall bear the full cost of such replacement parts.

9. **Resale and Assignment**. Buyer agrees that it will not assign its rights under the terms and conditions of this offer to any third party and will not resell any part of the System, included but not limited to test strips, purchased pursuant to this offer unless explicitly authorized to do so in writing by Seller.

10. **Default and Termination**. Upon default by either party, Seller shall be entitled to terminate, the effect of which is that Seller shall be entitled to payment of the full price of the System, less the amount of any expenses saved by Seller by reason of the termination; for any part of the System that is the subject of an installment supply agreement, such as test strips, Seller shall be entitled to payment of the full price of all installment deliveries to date, less the amount of any expenses saved by Seller by reason of the cancellation. Seller shall not be deemed to be in default of any of its obligations hereunder unless it receives written notice from Buyer specifying the default and fails to cure such default within fifteen (15) days after receipt of such notice. Buyer shall not be deemed to be in default of any of its obligations hereunder unless it receives written notice from Seller specifying the default and fails to cure such default within ten (10) days after receipt of such notice.

Buyer shall be deemed to be in automatic and immediate default with no opportunity to cure such default if either of the following occur: (i) Buyer attempts to assign any rights or benefits of the terms and conditions of this offer, or resell any part of the System sold pursuant to this offer or (ii) Buyer attempts to assign rights to its assets or business for the benefit of creditors or a petition in bankruptcy is filed by or against Buyer or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all or part of its property.

11. **Warranties**. Seller agrees to be bound by the Standard Warranty, and, if Seller elects to purchase it, the Extended Warranty. These Warranties are posted as PDF Files on Seller's website, http://www.alexeter.com/iaq/. Buyer acknowledges that it has read and agrees to be bound by the Standard Warranty, and, if Seller elects to purchase it, the Extended Warranty.

SELLER'S STANDARD AND OPTIONAL EXTENDED WARRANTIES ARE EXCLUSIVE, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability; Indemnity**. Seller's Standard Warranty and, if purchased by Buyer, Seller's Extended Warranty shall be Seller's exclusive responsibilities and Buyer's sole remedies in connection with an accepted offer for the System sold pursuant hereto.

Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to the System sold by Seller, or any undertakings, acts or omissions relating thereof.

Buyer shall indemnify Seller against any and all losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Buyer or others arising out of or in connection with the System sold hereunder and based on defect(s) not proven to have been caused solely by Seller's negligence. In addition, Seller shall have no liability for any losses, liabilities, damages and expenses that are the result of Buyer's failure to care for the System in accordance with the provisions of Paragraph 9 of these terms and conditions.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the generality of the foregoing, Seller shall have no liability for property or personal injury damages, penalties, special or punitive damages, damage for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages.

13. **Notices**. All notice shall be deemed duly given when given in writing and mailed by first class postage to the address of Buyer's representative listed on the face of this document or, if applicable, to an Alexeter representative at the following address: 830 Seton Court, Suite 6, Wheeling, IL 60090.

14. **Governing Provisions**. **These terms and conditions shall constitute the entire agreement between Seller and Buyer and shall be governed by and shall be construed according to the laws of Illinois, without reference to principles of conflicts of laws.**