

**TERMS AND CONDITIONS OF PURCHASE**  
**INJECTEC, Inc.**

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April 2006

1. Acceptance and Governing Provisions. This writing is an offer by Injectec, Inc. ("Buyer") to buy the goods and/or services described on the face hereof (and in all specifications and data submitted to seller herewith) from the seller to which this offer is addressed ("Seller"), subject to the terms and conditions set forth on the face and reverse sides hereof. This is not an acceptance of any offer by Seller to sell; and Buyer hereby objects to any additional or different terms contained on any of Seller's quotation, acknowledgment, invoice or other forms, or in any other correspondence from Seller. This offer expires 10 days from its date or upon prior written notification thereof to Seller, unless goods conforming hereto are subsequently shipped by Seller and accepted by Buyer. The terms of this offer, when accepted by Seller explicitly, by shipment of conforming goods or otherwise, shall constitute the entire agreement between the parties on the subject hereof, superseding all prior communications and negotiations.

THIS OFFER AND ANY AGREEMENT OF SALE RESULTING FROM THE ACCEPTANCE HEREOF SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS, OF THE STATE OF WISCONSIN. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

2. Prices; Security Interest. All prices are firm, and no additional charges will be allowed unless specifically provided for on the face hereof. All time periods for determining payment due dates and availability of discounts commence with Buyer's receipt of the items or receipt of an invoice, whichever is later.

If Buyer is to make any payment before Buyer's receipt of the items, Seller grants Buyer a security interest in the items and all proceeds thereof to secure performance of Seller's obligations hereunder.

3. Delivery Schedule. Seller shall deliver the items, in the quantities and within the time, which is of the essence, in accordance with the specifications (as well as the sample approved by Buyer, if any) and at the prices specified on the face hereof or in any document attached hereto or referred to herein. Failure of Seller to comply with such requirement shall entitle Buyer, in addition to any other rights or remedies, to cancel this order and be relieved of all liability for any undelivered portion. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer's delivery schedule. Items received in advance of Buyer's delivery schedule may, at Buyer's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date.

4. Packing and Shipping. All items shall be suitably packed, marked conspicuously with Buyer's purchase order number, and shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. Buyer shall have the right to route all shipments. No charge shall be made to Buyer for packaging, boxing, or cartage unless separately itemized on the face hereof. Seller shall be liable to Buyer for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions or improper description of the shipment in shipping documents shall be Seller's responsibility. Immediately upon shipment Seller is to notify Buyer, advising of complete shipping and routing information.

5. Inspection. Seller agrees to permit Buyer to have access to Seller's plant at all reasonable times for the purpose of inspecting any items set forth in this order or work in progress for production of such items. All items are subject to final inspection and approval at Buyer's plant or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Notwithstanding any payment that may be made, no goods are to be deemed accepted until Buyer has had a reasonable opportunity to inspect them.

6. Rejected Items. Buyer may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by Buyer in writing.

7. Changes. Buyer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any item at any time. If such changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or Buyer may, at its option, terminate this contract pursuant to paragraph 13 hereof if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by Seller within ten days of the change order. This order, together with any change orders or instructions, shall constitute one contract.

8. Risk of Loss. The risk that the ordered goods may be lost, damaged or delayed in transit shall be borne by Seller until actual receipt of them by Buyer in conformity with the terms of this order.

9. Warranty. Seller warrants that all goods supplied hereunder shall: (a) be free and clear of all liens and encumbrances, good and merchantable title thereto being in Seller; (b) be free from any defects in design, material or workmanship and of good and merchantable quality; (c) conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purposes for which purchased hereunder; (d) not incorporate or consist of commercial surplus, used, remanufactured or reconditioned material or components, or material or components of such age or so deteriorated as to impair the usefulness or safety thereof; and (e) comply and have been produced, processed and delivered in conformity with all applicable federal, state or other laws, administrative regulations and orders. The foregoing warranties shall survive inspection, delivery and payment and shall run in favor of Buyer and its customers.

10. Non-assignability. Seller shall not assign or sublet the work to be done hereunder without the prior written consent of Buyer; but this provision shall not restrict Seller in the procurement of component parts or materials. If this order shall be terminated for Buyer's convenience, Buyer's liability to Seller with respect to such parts or materials shall not exceed the amount for which Seller would be liable to its supplier or suppliers if such liability were determined on the basis of paragraph 13 hereof.

11. Taxes. Buyer shall not be liable for any federal, state or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use, or possession of the goods ordered hereunder, except those expressly set forth on the face of this order.

12. Indemnity. Except for goods ordered in accordance with Buyer's design, Seller warrants that the sale or use of goods furnished hereunder will not infringe or contribute to infringement of any patent, copyright or trademark in the United States or elsewhere, and Seller shall indemnify Buyer, its successors and assigns and its customers whether direct or indirect, against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any infringement action) which they, or any of them, may sustain or incur as a result of a breach of this warranty. Seller shall also indemnify Buyer, its successors and assigns and its customers whether direct or indirect, against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty or strict liability in tort in connection with the goods furnished hereunder, except such as may be caused solely by the negligence of Buyer, its successors and assigns, and/or its customers.

13. Cancellation By Buyer. Buyer shall have the right to cancel this order without cause and in such event Buyer's liability for cancellation shall be limited to Seller's actual cost for work and materials, applicable solely to this order, which shall have been expended before notice of cancellation has been received by Seller.

14. Drawings, Specifications and Technical Information. Drawings, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property and shall be treated as confidential information and shall be returned to Buyer upon completion of order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture or sale or use of the items covered by this order shall be deemed to have been disclosed as part of the consideration for this order and Seller shall not assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof.

15. Ingredients Disclosure and Special Warnings and Instructions. Seller shall promptly furnish to Buyer: (a) a list of all ingredients in goods purchased hereunder; (b) the amount of each such ingredient; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing, including appropriate labels on, or on containers and packaging of, any hazardous material which is an ingredient or a part of any of such goods, together with such special handling instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packaging shipped to Buyer.

16. Buyer's Property; Tools. Seller shall insure, and bear the risk of loss, of any property of Buyer in Seller's possession for performance of the contract. Tool charges convey ownership of the tools to Buyer, and Seller shall deliver such tools (and other property of Buyer) to Buyer on demand.