

Standard Terms and Conditions Applying to All Sales

All sales by Giant Biosensor Limited (the "Company") are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of purchaser or in any similar communication are hereby objected to by the Company and shall not be binding nor effective unless assented to in writing by an authorized representative of the Company.

Price and Terms: Unless otherwise stated, all orders will be invoiced at the Company's prices in effect on the date of shipment, which purchaser agrees to pay. Prices do not include sales, use, excise, value added or similar taxes.

Payment terms are as set forth on the invoice, and overdue accounts shall accrue interest at the rate of one and one half percent (1.5%) per month. All prompt pay discounts must be taken within the time period specified on the invoice. All unearned discounts will be rebilled. Credit shall be subject to the Company's approval. The Company reserves the right to alter the terms of or fix a limit of credit. Purchaser shall be liable for all costs and fees, including reasonable attorneys fees, which the Company incurs in order to collect on any overdue account.

Minimum Order: The value of any order must be at least \$150.00 USD

Delivery: Title to and risk of loss of all goods sold hereunder shall pass to purchaser upon their delivery, F.O.B. Hong Kong. Purchaser to be billed all freight costs and expenses.

Inspection: If upon receipt of the goods by purchaser the same shall appear not to conform to the purchase order, purchaser shall within forty-eight (48) hours after receipt thereof notify the Company of such condition and afford the Company a reasonable opportunity to inspect the goods and make any appropriate adjustment or replacement. The remedies afforded purchaser under the paragraph entitled "WARRANTY" shall be the exclusive remedies for the defective goods whether or not discovered upon inspection by purchaser. Purchaser shall not delay payment for the goods pending their inspection.

Warranty: The Company warrants that all Giant Biosensor Limited products (the "Product") will perform in accordance with its specifications. The Company agrees to correct or replace any defects or errors in the Product for a period of one (1) year from the initial date of retail purchase from an authorized Giant Biosensor Limited dealer; or two (2) years from the Product's date of manufacture, if proof of purchase is unavailable. All shipping costs incurred in shipping Product to the Company for warranty repair will be borne by the purchaser.

The Company's sole liability and the exclusive remedy shall be, at the Company's option, the repair or replacement of the Product. The Company makes no additional representations or warranties, express or implied, regarding the Product and/or its use. By way of example, but not of limitation, the Company makes no representations or warranties of merchantability or fitness for a particular purpose.

THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT.

Purchaser assumes the responsibility for the selection of the Product as being adequate for and appropriate for purchaser's purposes.

IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing warranty extends to all purchasers or owners of the Product during the warranty period. The warranty does not extend to defects to (i) the Product arising out material or workmanship not provided or furnished by the Company, (ii) the Product resulting from abnormal use of the Product or use in any manner other than as specified in the Product's operating manual, (iii) components or parts warranted by another party, or (iv) batteries supplied or parts which are subject to normal wear and tear.

Returns: Except as set forth in the following paragraph, Product may be returned only upon issuance of a return authorization by the Company (a "Return Authorization"). Any return will be for credit or inventory adjustment only. A fifteen percent (15%) restocking fee will be imposed on all returns for credit unless accompanied by a stock balancing order at least two (2) times the monetary value of the return. The Return Authorization must appear on all packages and paperwork in connection with such return. Product must be in new, saleable condition and must have been purchased within one (1) year of the date of return. Issuance of a Return Authorization does not bind the Company to accept such return. Final decision shall be made after the Company has inspected the returned Product.

UNDER NO CIRCUMSTANCE WILL SPECIAL ORDER PRODUCTS BE ACCEPTED FOR RETURN OR EXCHANGE.

Repairs: Product not under warranty may be shipped to the Company for repair. The Product must be sent by freight pre-paid, and clearly marked "Attention: Service". Please include the nature of the problem along with contact information. If the Product is under warranty, include a copy of the receipt or invoice indicating date of purchase.

Minimum Advertised Price Policy: Giant Biosensor Limited actively supports the advertising and promotion of its products by its domestic dealers and distributors. Giant Biosensor Limited has built a strong reputation and following among consumers. Giant Biosensor Limited has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Giant Biosensor Limited products.

Giant Biosensor Limited has established a Minimum Advertised Price (MAP) on select Giant Biosensor Limited products.

The MAP policy shall work under the following guidelines:

1. The MAP for select Giant Biosensor Limited products shall be listed in the Giant Biosensor Limited price sheet, price addendums, or other official Giant Biosensor Limited MAP product schedules for dealers and distributors. MAP pricing is established by Giant Biosensor Limited for it schedules for dealers and distributors. MAP pricing is established by Giant Biosensor Limited for it's select products and may be adjusted by Giant Biosensor Limited at its sole discretion.

2. The MAP policy applies to all advertisements of Giant Biosensor Limited products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers,

magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.

3. The inclusion in advertising of free or discounted products (whether made by Giant Biosensor Limited or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.

4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. Giant Biosensor Limited dealers and distributors remain free to sell these products at any prices they elect.

5. MAP does not establish maximum advertised prices. All dealers and distributors may offer Giant Biosensor Limited products at any price in excess of the MAP established for such product.

6. Giant Biosensor Limited's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

7. From time to time Giant Biosensor Limited may discontinue models or engage in promotions with respect to certain products. In such events, Giant Biosensor Limited reserves the right to modify or suspend the MAP with respect to the affected products by notifying all dealers of such change. Giant Biosensor Limited further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to the dealers and distributors, provided that such changes shall apply equally to all Giant Biosensor Limited dealers and distributors.

8. Intentional and/or repeated failure to abide by this policy will result in termination of dealership or distributorship. Giant Biosensor Limited does not engage in business with dealers or distributors who degrade the image of Giant Biosensor Limited and its products. Giant Biosensor Limited will not provide prior notice or issue warnings before taking any action under this policy.

9. The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP policy has been established by Giant Biosensor Limited to help ensure the legacy of Giant Biosensor Limited as a top producer of high performance, high quality, professional products and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and distributors have the incentive to invest resources into services for Giant Biosensor Limited customers.

10. This MAP policy supercedes any previous MAP policies implied or previously in effect.

Governing Law: All disputes will be governed under the laws of Hong Kong without regard to any conflicts of laws principles.