

GENERAL SALES TERMS AND CONDITIONS

1. Terms and Conditions Binding; Entire Agreement. The quotation (the "Quotation") of GENTECH SCIENTIFIC LLC ("GENTECH") together with these Terms and Conditions of Sale (these "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. GENTECH'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 GENTECH unless specifically agreed to in a writing signed by GENTECH. Any GENTECH failure to object to any provisions contained in any purchase order or other communication from Buyer to GENTECH shall not be construed as an acceptance of such provisions nor as a waiver of these Terms and Conditions. Any reference by GENTECH 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 GENTECH shall be deemed an acceptance of, or agreement with, any term in any other document relating 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 GENTECH a copy of the Quotation. There shall be no agreement between GENTECH and Buyer until the Agreement has been duly executed by both Parties. The Agreement constitutes the entire agreement between GENTECH 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. GENTECH shipping point; identification of the Equipment will occur when it leaves GENTECH's shipping point at which time title and risk of loss will pass to Buyer. Delivery will be made by GENTECH either by delivering or procuring delivery of the Equipment to the Buyer's premises or such other address as is notified to GENTECH in advance of delivery. All shipment costs will be paid by Buyer and if prepaid by GENTECH the amount thereof will be reimbursed to GENTECH. GENTECH will make reasonable commercial efforts to ship the Equipment in accordance with the delivery date set forth, GENTECH 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 GENTECH 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 GENTECH 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 GENTECH's reasonable control or the Buyer's fault, and GENTECH is accordingly liable to the Buyer, GENTECH'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 GENTECH 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 GENTECH's fault, then, without prejudice to any other right or remedy available to GENTECH:
 - i. GENTECH may store the Equipment until actual delivery and charge the Buyer for all reasonable costs, including insurance, of storage; or
 - ii. sell the Equipment 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 GENTECH 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 GENTECH is contingent upon Buyer's supplying to GENTECH, 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 GENTECH are intended for guidance only and are not binding unless expressly stated otherwise. GENTECH reserves all rights in all such documentation. Without GENTECH'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 GENTECH, including, without limitation, electrical and mechanical assembly of all components and connections. Upon Buyer's request, and at Buyer's sole cost and expense, GENTECH 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 GENTECH that all such responsibilities are complete, and that the Equipment is ready for Commissioning (the "Installation Completion Notice"). If upon GENTECH's arrival at Buyer's site, GENTECH 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 GENTECH's receipt of the Installation Completion Notice, a GENTECH 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"). GENTECH shall 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 GENTECH, in its sole discretion. Only upon completion of the Commissioning by GENTECH and GENTECH'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 GENTECH (except for limited testing purposes): (1) GENTECH 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 GENTECH 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 by GENTECH 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 notices 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) GENTECH has provided all instruction and training in the proper and safe operation, use, care, maintenance and repair of the Equipment, GENTECH 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) GENTECH 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 GENTECH'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 attendant services other than the Commissioning will be provided by GENTECH in accordance with the Schedule of Charges. Notwithstanding anything to the contrary contained herein, if Buyer fails to comply with any payment terms, then 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".
 - a. Credit Card Payments: Maximum of \$5,000 per order. An additional 4% surcharge will be applied.
6. Cancellations. The Agreement is not subject to change or cancellation by Buyer. If GENTECH approves a cancellation, Buyer shall pay all of GENTECH's costs, losses and anticipated profits relating to such cancellation. 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 GENTECH has given Buyer notice of such failure to pay), then GENTECH 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.
7. Returns. GENTECH may, in its sole discretion, authorize returns of Equipment in appropriate circumstances, subject to such conditions as GENTECH may specify. Any such return will be subject to the express prior authorization of GENTECH 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 GENTECH 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 GENTECH.
8. Termination. GENTECH 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 a company becomes subject to an order 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) lien holder takes possession, or a receiver is appointed, or any of the property or assets of the Buyer; (e) the Buyer ceases, or threatens to cease, to carry on business; GENTECH 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 the Buyer notwithstanding any previous agreement for arrangement to the contrary.
9. Fire & Explosion Protection. Some 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 detection and suppression systems utilized in connection with the Equipment, and Buyer represents and warrants to GENTECH that prior to commencement of Commissioning, all such systems that are reasonably necessary to operate the Equipment have been properly installed.
10. 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. GENTECH shall retain exclusive ownership of all right, title and interest in and to, all GENTECH Technology and all Improvements. GENTECH'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 GENTECH 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 confidentiality of its own 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 is 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 reverse engineer, disassemble or decompile 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 GENTECH and its affiliates, and their respective directors, officers, employees, shareholders and agents (collectively, the "GENTECH Indemnitees") with respect to the aggregate of all Damages incurred or suffered by any GENTECH 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 false or fraudulent, representation or warranty made by Buyer in the Agreement; (3) any improper handling, installation, maintenance or care, improper use, use for any purpose or application for which it was not designed or intended, abuse or neglect, of the Equipment, by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel); (4) any removal of any necessary safety equipment, device or guard or any warning/safety label or notice from the Equipment, by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel); (5) any alteration, modification, connection or repair of the Equipment, by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel); (6) any addition of any part, component or accessory (or any use thereof) that is: (a) added by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel); or (b) not supplied or approved in writing by GENTECH; (7) any use or operation of the Equipment by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel) not in accordance with any Equipment storage, operation, maintenance or repair instructions furnished by GENTECH or any generally accepted industry practice; (8) any use or operation of the Equipment by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel) prior to completion of the Commissioning; and/or (9) Buyer's failure to adequately train its staff in the operations and maintenance of the Equipment.
 - b. By GENTECH for Infringement - GENTECH hereby represents and warrants, to GENTECH's actual knowledge, that: (1) neither the Equipment nor any of GENTECH'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) no such claim is pending or threatened against GENTECH. Subject to Section 13(c), GENTECH agrees to indemnify, defend and hold harmless Buyer with respect to the aggregate of all Damages (excluding any 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 GENTECH contained in the foregoing sentence.
 - c. Limitation - GENTECH 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 addition of any part, component or accessory (or any use thereof) that is: (a) added by Buyer or any other Person (other than GENTECH or GENTECH authorized personnel); or (b) not supplied or approved in writing by GENTECH; (2) use of the Equipment and/or any component thereof in any manner or for 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 fails to obtain a third party license, consent or permission (other than any third party license, consent or permission obtained by GENTECH and 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 GENTECH or GENTECH authorized personnel); or (5) 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 GENTECH.
14. Limited Warranty: The GENTECH quote will determine the warranty coverage the Buyer will receive. A separate warranty agreement will be forwarded to the Buyer by GENTECH which will define the terms and conditions of the Buyer's specific warranty.
15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL GENTECH HAVE ANY LIABILITY OF ANY KIND TO BUYER OR ANY OTHER PERSON, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER THEORY OF LAW, FOR: (a) INDEMNITY (OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 13(b)); (b) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST TIME AND CONVENIENCE, COST OF A PRODUCT RENTAL, LOST REVENUES, LOSS OF USE, INTEREST OR CARRYING CHARGES ON INVESTMENT, EXPENSES ARISING FROM COSTS OF CAPITAL, REMOVAL OR REINSTALLATION, TRAVEL OR LODGING, UNDER-UTILIZATION OF LABOR, EQUIPMENT OR FACILITIES, OR ANY DAMAGES OF ANY KIND COVERED BY INSURANCE HOWEVER CAUSED (EVEN IF GENTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE); OR (c) ANY OTHER LOSSES, DAMAGES OR INJURIES OF ANY KIND TO BUYER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, INJURY TO ANY PERSON OR ANY PROPERTY; RESULTING FROM OR ARISING OUT OF, WHETHER DIRECTLY OR INDIRECTLY, ANY OF THE FOLLOWING (PROVIDED, HOWEVER, (3) BELOW IN THIS SECTION 15 SHALL NOT APPLY WITH RESPECT TO SECTION 13(c) ABOVE): (1) ANY ACT OR OMISSION OF ANY KIND HEREUNDER BY BUYER OR ANY OTHER PERSON; (2) ANY USE OF THE EQUIPMENT (OR ANY COMPONENT THEREOF) BY BUYER OR ANY OTHER PERSON; (3) ANY PERFORMANCE, NONPERFORMANCE OR DELAY IN PERFORMANCE BY GENTECH OF ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT; OR (4) ANY BUYER REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO SUBSECTIONS (1)-(3) ABOVE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL: (I) THE AGGREGATE COST BORNE BY GENTECH FOR ANY REPAIR, REPLACEMENT OR MODIFICATION OF ANY EQUIPMENT EXCEED THE EQUIPMENT PURCHASE PRICE PAID BY BUYER FOR SUCH EQUIPMENT; AND (II) GENTECH'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, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY, EXCEED THE AGGREGATE PURCHASE PRICE PAID TO GENTECH IN GOOD FUNDS FOR THE EQUIPMENT THAT IS SUBJECT TO THE APPLICABLE CLAIM.
16. Security Agreement. If GENTECH and Buyer agree in the Quotation that the Equipment shall be delivered to Buyer prior to payment in full of all amounts due and owing to GENTECH for the Equipment (any such amounts due and owing shall be hereinafter referred to as the "Purchase Money Obligation"), then to secure the Purchase Money Obligation, Buyer hereby grants to GENTECH a security interest in each item of Collateral. For purposes of this Section 16, "Collateral" means the Equipment, wherever located and whether now owned or hereafter acquired, together with all present and future attachments, accessions, replacements, additions, products, and proceeds (including insurance proceeds) thereof. Buyer hereby authorizes GENTECH to file such financing statements as GENTECH, in its sole discretion, may determine to be desirable to perfect such GENTECH purchase money security interest in the Collateral, and Buyer agrees to fully cooperate with GENTECH and to execute any and all documents and instruments reasonably requested of Buyer to perfect such GENTECH security interest. Buyer hereby irrevocably appoints each GENTECH officer as its attorney-in-fact for the purpose of executing financing statements or similar documents to implement this provision. GENTECH may at any time notify any other Person claiming a security interest in Buyer's assets or inventory of this purchase money security interest. Buyer will pay when due the Purchase Money Obligation to GENTECH and will repay immediately on demand the cost of filing financing statements and any renewals or extensions thereof incurred by GENTECH in connection with the Purchase Money Obligation. Upon Buyer's failure to pay the Purchase Money Obligation when due, GENTECH 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.
17. As software licenses cannot be transferred, it is encouraged to buy directly from the original manufacturers. Unless indicated otherwise, all software provided from GENTECH is for demo purposes only.
18. Exclusive Remedy. Section 13 states the entire liability of GENTECH, and the sole and exclusive remedy of Buyer, solely with respect to infringement claims relating to the Equipment and GENTECH's Technology. Except as set forth in Section 13 the Warranty set forth in Section 14 is: (a) the sole and exclusive remedy of Buyer (and of any other Person); (b) in lieu of all other remedies that may be available to Buyer (or any other Person); and (c) GENTECH's sole obligation; arising out of or with respect to the Equipment or any defect therein (regardless of any legal theory upon which any such claim may be based).
19. Severability. If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal and enforceable to the maximum extent permitted by Applicable Law. The invalidity, illegality or unenforceability of any part of the Agreement shall not render invalid the remainder of the Agreement.
20. Subrogation Waiver. GENTECH, Buyer and any party 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.
21. 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 the sole obligation 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 GENTECH for remission to the appropriate Government Authority.
22. Credit Sales. GENTECH reserves the right to withdraw credit and require full payment before production, shipment, delivery or Commissioning if GENTECH, in its sole discretion, determines that Buyer's financial condition does not merit GENTECH'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 equal the maximum rate allowed by Applicable Law.
23. Collection Costs. Buyer shall be liable for all of GENTECH's collection costs (including reasonable attorneys' fees and costs).
24. Publicity. Buyer hereby consents to GENTECH's use of Buyer's name as a reference and customer in GENTECH sales and marketing materials and efforts, including, without limitation, brochures, sales literature and website.
25. 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.
26. Force Majeure. GENTECH's performance hereunder shall be excused if and for so long as a breach is caused by a Force Majeure and reasonable notice thereof has been given to Buyer. If GENTECH fails to perform hereunder as a result of a Force Majeure, GENTECH shall be required to fulfill its obligations hereunder within a reasonable time after the Force Majeure ceases to exist.
27. Export Controls. The Agreement and all Equipment furnished by GENTECH 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 imposed from time to time by any Government Authority, including, without limitation, the U.S. Export Administration Regulations (15 CFR Ch. VII, Subchapter C).
28. 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.
29. Assignment. Buyer may not assign any of its rights, duties or obligations under the Agreement without GENTECH's prior written consent.
30. Notices. All notices required or permitted hereunder shall be in writing and: (a) personally delivered (deemed effective upon personal delivery); or (b) sent by an internationally recognized, commercial overnight delivery service with provisions for a receipt, postage, or delivery charges prepaid (deemed effective upon receipt); and shall be addressed to the Parties at their respective addresses as set forth in the Quotation.
31. Disputes. Any dispute arising between the Parties pursuant to the Agreement shall be subject to 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. and the Parties irrevocably consent and submit to the personal jurisdiction of said 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 GENTECH's cost and expense, including attorneys' fees and court 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 GENTECH unless it is commenced within one (1) year from the date of delivery of the Equipment by GENTECH 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.