

Product Name	Product Code	Price
A549 NucLight Green Cryopreserved Cells	4492	€ 7,065.00
A549 NucLight Red Cryopreserved Cells	4491	€ 7,065.00
Angiogenesis PrimeKit (Cryo)	4452	€ 1,725.00
Angiogenesis PrimeKit bFGF/Suramin Kit	4438	€ 95.00
Angiogenesis PrimeKit Optimized Assay Media Kit (125 mL)	4541	€ 70.00
Angiogenesis PrimeKit VEGF/Suramin Kit	4437	€ 95.00
CytoLight™ Green Lentivirus Reagent (CMV, no selection)	4513	€ 655.00
CytoLight™ Green Lentivirus Reagent (EF1a, Puro)	4481	€ 655.00
CytoLight™ Red Lentivirus Reagent (EF1a, Puro)	4482	€ 655.00
HeLa NucLight Green Cryopreserved Cells	4490	€ 7,065.00
HeLa NucLight Red Cryopreserved Cells	4489	€ 7,065.00
HT-1080 NucLight Green Cryopreserved Cells	4486	€ 7,065.00
HT-1080 NucLight Red Cryopreserved Cells	4485	€ 7,065.00
HT-1080/A549 NucLight Mix Cryopreserved Cells	4516	€ 7,065.00
HUVEC CytoLight Green Cryopreserved Cells	4453	€ 605.00
IncuCyte ClearView 96-well Chemotaxis Plate	4582	€ 240.00
IncuCyte ClearView 96-well Chemotaxis Plate - Case of 10	4648	€ 2,115.00
IncuCyte ClearView 96-well Chemotaxis Plate - Case of 50	4599	€ 9,205.00
IncuCyte ClearView 96-well Reservoir Plate (10 pack)	4600	€ 170.00
IncuCyte ClearView 96-well Reservoir Plate (10 pack) - Case of 10	4601	€ 1,530.00
IncuCyte Mouse IgG1 FabFluor-488 Antibody Labeling Kit	4745	€ 555.00
IncuCyte Mouse IgG2a FabFluor-488 Antibody Labeling Kit	4743	€ 555.00
IncuCyte Mouse IgG2a FabFluor-pH Antibody Labeling Reagent	4750	€ 555.00
IncuCyte Mouse IgG2b FabFluor-488 Antibody Labeling Kit	4744	€ 555.00
IncuCyte Mouse IgG2b FabFluor-pH Antibody Labeling Reagent	4751	€ 555.00
IncuCyte NeuroPrime Red Cell Kit	4585	€ 1,245.00
IncuCyte rAstrocytes	4586	€ 535.00
IncuCyte® Annexin V Green Reagent For Apoptosis	4642	€ 350.00
IncuCyte® Annexin V Green Reagent For Apoptosis (Qty 10+)	4686	€ 315.00
IncuCyte® Annexin V Green Reagent For Apoptosis (Qty 5+)	4685	€ 335.00
IncuCyte® Annexin V NIR Reagent for Apoptosis	4768	€ 340.00
IncuCyte® Annexin V Orange Reagent for Apoptosis	4759	€ 350.00
IncuCyte® Annexin V Orange Reagent for Apoptosis (Qty 10+)	4790	€ 315.00
IncuCyte® Annexin V Red Reagent For Apoptosis	4641	€ 350.00
IncuCyte® Annexin V Red Reagent For Apoptosis (Qty 10+)	4684	€ 315.00
IncuCyte® Annexin V Red Reagent For Apoptosis (Qty 5+)	4683	€ 335.00
IncuCyte® Caspase-3/7 Green Reagent for Apoptosis (1 Vial)	4440	€ 375.00
IncuCyte® Caspase-3/7 Green Reagent for Apoptosis (1 Vial) (Qty 10+)	4668	€ 345.00
IncuCyte® Caspase-3/7 Orange Apoptosis Reagent	4776	€ 365.00
IncuCyte® Caspase-3/7 Red Reagent for Apoptosis	4704	€ 375.00
IncuCyte® Caspase-3/7 Red Reagent for Apoptosis (Qty 10+)	4708	€ 345.00
IncuCyte® Cell Cycle Red/Green Lentivirus Reagent	4779	€ 1,150.00
IncuCyte® CytoLight Rapid Green Reagent	4705	€ 225.00
IncuCyte® CytoLight Rapid Green Reagent (Qty 10+)	4710	€ 205.00
IncuCyte® CytoLight Rapid Green Reagent (Qty 5+)	4709	€ 215.00
IncuCyte® CytoLight Rapid Red Reagent	4706	€ 280.00
IncuCyte® CytoLight Rapid Red Reagent (Qty 10+)	4712	€ 250.00
IncuCyte® CytoLight Rapid Red Reagent (Qty 5+)	4711	€ 265.00
IncuCyte® Human FabFluor-pH Red Antibody Labeling Reagent	4722	€ 555.00
IncuCyte® Human FabFluor-pH Red Antibody Labeling Reagent (QTY 10+)	4732	€ 500.00
IncuCyte® Human FabFluor-pH Red Antibody Labeling Reagent (QTY 5+)	4731	€ 525.00
IncuCyte® Image-Lock 96-well plates (50 pack)	4379	€ 885.00
IncuCyte® Mouse FabFluor-pH Red Antibody Labeling Reagent	4723	€ 555.00
IncuCyte® Mouse FabFluor-pH Red Antibody Labeling Reagent (QTY 10+)	4734	€ 500.00
IncuCyte® Mouse FabFluor-pH Red Antibody Labeling Reagent (QTY 5+)	4733	€ 525.00
IncuCyte® NeuroActive Orange Kit	4761	€ 1,690.00
IncuCyte® NeuroBurst Orange Lentivirus Reagent	4736	€ 1,035.00
IncuCyte® NeuroComplete Orange Kit	4762	€ 2,825.00
IncuCyte® NeuroLight Orange Lentivirus Reagent (Synapsin Promoter)	4758	€ 600.00

Product Name	Product Code	Price
Incucyte® NeuroPrime Orange Kit	4760	€ 1,245.00
Incucyte® NHDFs	4462	€ 350.00
Incucyte® NucLight orange Lentivirus Reagent	4771	€ 675.00
Incucyte® NucLight Rapid Red Reagent	4717	€ 475.00
Incucyte® NucLight Rapid Red Reagent (Qty 5+)	4725	€ 450.00
Incucyte® NucLight Rapid Red Reagent (Qty 10+)	4726	€ 430.00
Incucyte® pHrodo® Labeling Buffer	4658	€ 40.00
Incucyte® pHrodo Orange Cell Labeling Kit for Phagocytosis	4766	€ 575.00
Incucyte® pHrodo® Wash Buffer	4659	€ 40.00
Incucyte® Rat FabFluor-pH Red Antibody Labeling Reagent	4737	€ 555.00
Incucyte® rCortical Neurons	4753	€ 365.00
Incucyte® StemKit Media & Supplement Kit	4713	€ 245.00
Incucyte™ Cytotox Green Reagent	4633	€ 200.00
Incucyte™ Cytotox Green Reagent (Qty 5+)	4666	€ 190.00
Incucyte™ Cytotox Green Reagent (Qty 10+)	4667	€ 180.00
Incucyte™ Cytotox Red Reagent	4632	€ 200.00
Incucyte™ Cytotox Red Reagent (Qty 5+)	4664	€ 190.00
Incucyte™ Cytotox Red Reagent (Qty 10+)	4665	€ 180.00
Jurkat NucLight Red Cells	4613	€ 7,065.00
MCF7 NucLight Green Cryopreserved Cells	4528	€ 7,065.00
MCF7 NucLight Red Cryopreserved Cells	4524	€ 7,065.00
MDA-MB-231 NucLight Green Cryopreserved Cells	4488	€ 7,065.00
Neuro-2a NucLight Green Cryopreserved Cells	4511	€ 7,065.00
Neuro-2a NucLight Red Cryopreserved Cells	4512	€ 7,065.00
NeuroLight Red Lentivirus	4584	€ 600.00
NucLight Green Lentivirus Reagent (EF-1a, Puro) - Single	4475	€ 1,850.00
NucLight Green Lentivirus Reagent (EF-1a, Bleo) - Single	4477	€ 1,850.00
NucLight Red Lentivirus Reagent (EF1a, Bleo) - Single	4478	€ 1,850.00
NucLight Red Lentivirus Reagent (EF1a, Puro) - 0.2mL	4625	€ 675.00
NucLight Red Lentivirus Reagent (EF1a, Puro) - Single	4476	€ 1,850.00
NucLight™ Green Lentivirus Reagent (EF1a, Bleo) - 0.2mL	4626	€ 675.00
NucLight™ Green Lentivirus Reagent (EF1a, Puro) - 0.2mL	4624	€ 675.00
NucLight™ Red Lentivirus Reagent (EF1a, Bleo) - 0.2mL	4627	€ 675.00
Peripettes 50 Pack	4351	€ 625.00
Peripettes 600 Pack	4352	€ 5,355.00
pHrodo® Green E. coli Bioparticles® 2mg.	4616	€ 440.00
pHrodo® Green E. coli Bioparticles® 2mg. (Qty 5+)	4671	€ 420.00
pHrodo® Green E. coli Bioparticles® 2mg. (Qty 10+)	4672	€ 395.00
pHrodo® Green S. aureus Bioparticles® 2mg.	4620	€ 440.00
pHrodo® Green S. aureus Bioparticles® 2mg. (Qty 5+)	4679	€ 420.00
pHrodo® Green S. aureus Bioparticles® 2mg. (Qty 10+)	4680	€ 395.00
pHrodo® Green Zymosan Bioparticles® 1mg.	4618	€ 440.00
pHrodo® Green Zymosan Bioparticles® 1mg. (Qty 5+)	4675	€ 420.00
pHrodo® Green Zymosan Bioparticles® 1mg. (Qty 10+)	4676	€ 395.00
pHrodo® Red Cell Labeling Kit for Phagocytosis	4649	€ 575.00
pHrodo® Red Cell Labeling Kit for Phagocytosis (Qty 5+)	4681	€ 545.00
pHrodo® Red Cell Labeling Kit for Phagocytosis (Qty 10+)	4682	€ 520.00
pHrodo® Red E. coli Bioparticles® 2mg.	4615	€ 440.00
pHrodo® Red E. coli Bioparticles® 2mg. (Qty 5+)	4669	€ 420.00
pHrodo® Red E. coli Bioparticles® 2mg. (Qty 10+)	4670	€ 395.00
pHrodo® Red S. aureus Bioparticles® 2mg.	4619	€ 440.00
pHrodo® Red S. aureus Bioparticles® 2mg. (Qty 5+)	4677	€ 420.00
pHrodo® Red S. aureus Bioparticles® 2mg. (Qty 10+)	4678	€ 395.00
pHrodo® Red Zymosan Bioparticles® 1mg.	4617	€ 440.00
pHrodo® Red Zymosan Bioparticles® 1mg. (Qty 5+)	4673	€ 420.00
pHrodo® Red Zymosan Bioparticles® 1mg. (Qty 10+)	4674	€ 395.00
Single 96 Well ImageLock Plate	4378	€ 25.00
Incucyte® Image-Lock 96-well plates (10 pack)	4806	€ 210.00

Essen BioScience, Inc. Terms and Conditions of Sale

I. General

Essen Instruments, Inc., d/b/a Essen BioScience, Inc., is the "Seller" for all transactions contemplated herein. Any person buying or offering to buy goods from Seller is herein referred to as the "Buyer." Seller and Buyer may referred to individually as a "party" and together as the "parties." The products, disposables, reagents and services, including replacement products, disposables and reagents sold by Seller to Buyer are hereinafter referred to as the "Products."

II. Acceptance

These Terms and Conditions of Sale ("T&Cs"), together with Seller's order confirmation (where applicable), constitute the sole and exclusive agreement (collectively, the "Contract") between Seller and Buyer. These T&Cs may not be amended, except by a writing signed by authorized representatives of both Seller and Buyer. Seller expressly disclaims acceptance of any terms or conditions on any order form, purchase order or other document of Buyer that are different from or additional to these T&Cs, and such different or additional terms and/or conditions are hereby expressly rejected and are void.

III. Modification of Material Furnished by Seller

3.1 All catalogues, specifications, and other material of Seller are subject to modification by Seller and are not binding unless so stated in writing by Seller. Seller reserves the right to correct clerical and typographical errors at any time.

3.2 All prices listed in any catalogues, advertisements, price lists or other materials issued by Seller are subject to modification by Seller and are not binding unless so stated in writing by Seller.

IV. Prices

4.1 Unless Seller has specified in writing that any quotation is binding for a specified period not yet expired, price quotes are subject to change at any time prior to shipment of the Products.

4.2 Unless otherwise agreed in writing by the parties, freight and insurance are not included in the price. In addition, sales, use, value added or similar taxes are not included in the price, unless otherwise agreed in writing by the parties.

V. Delivery

5.1 Unless otherwise agreed by the parties in writing, delivery is FOB (INCOTERMS 2010) Shipping Point (Origin).

5.2 Any delivery dates indicated herein or otherwise set by Seller are estimates only. They do not operate to bind Seller to the dates indicated unless specifically agreed in writing by Seller. Seller reserves the right to make partial shipments and to submit separate invoices for each such partial shipment. If Buyer defaults in its obligations in regard to any partial or prior whole shipment, Seller may suspend any additional partial or whole shipments unless and until Buyer cures such default.

5.3 Delivery dates are subject to change for any cause which interferes with Seller's production, supply or transportation of the Products (whether or not caused or contributed to by Seller's negligence or fault) including, but not limited to, any event of Force Majeure (as hereinafter defined).

VI. Title/Risk of Loss/Legal Duties

Risk of loss shall pass, and the parties' respective legal obligations in regard to delivery and shipment, as defined in INCOTERMS 2010 for the relevant shipping term, whether the relevant shipment term is FCA or otherwise. Title shall pass when risk of loss passes and when the Products have been paid in full by or on behalf of Buyer.

VII. Payment

7.1 Buyer shall pay to Seller the invoice price of the Products sold hereunder, in full and without any deduction or set-off of any kind whatsoever, within thirty (30) calendar days after the invoice date in the currency specified by Seller, unless otherwise agreed by the parties in writing. Milestone payments may apply where designated in Seller's quotation or other written instrument.

7.2 If the amounts owing are in the U.S. dollars, interest will be charged daily on past due amounts at a varying rate of the lesser of

(i) two percentage points per annum above the prime (sometimes called base) rate of interest announced by Citibank, N.A., from time to time and (ii) the maximum rate of interest allowed by law. If the amounts owing are in a currency other than U.S. dollars, interest on past due accounts will be charged at the rate of interest customarily charged by Seller on credit sales to its customers in the currency specified.

7.3 If Seller shall conclude in its sole discretion that the financial condition of Buyer at any time jeopardizes its ability to perform its obligations hereunder, Seller may require cash payments or additional security satisfactory to Seller before further performance by Seller. Buyer's failure to timely pay any invoice shall operate to make all other invoices of Seller immediately due and payable and, at the discretion of Seller, shall be grounds for cancellation of any further performance by Seller. The receipt by Seller of part payment shall not constitute a waiver of any of Seller's rights set forth herein or provided by law, including the right to cancel.

VIII. Limited Product Warranty

8.1 Seller warrants that the Product shall be in accordance with the Seller's specifications. If any failure to conform to the foregoing warranty is reported to Seller in writing within twelve (12) months after the date of receipt of the Product by Buyer, Seller, upon being satisfied of the existence of such non-conformity, will correct the same by repairing the Product or by delivering replacement Product to Buyer, at Seller's sole discretion. If Seller is unable to correct such non-conformity by repair or replacement, Seller may return the purchase price thereof, or, where appropriate, the unit price for such number or quantity of the non-conforming Products affected. The warranty set forth in this paragraph shall apply both to the Products and to any replacement Products. The foregoing shall be Buyer's sole and exclusive remedies with respect to a non-conforming Product, and the liability of Seller hereunder is expressly limited to the repair or replacement of nonconforming Products, or the repayment of the purchase price, as the case may be.

8.2 This limited warranty applies only to the Product used in accordance with this Contract and the Seller's specifications, and does not apply if the Product: (i) has been subject to accident or misuse; (ii) has been repaired, reassembled, or modified by a party other than Seller or a third party approved in writing by Seller; (iii) has not been maintained in accordance with this Contract or the Seller's specifications; (iv) serial number has been removed or defaced; or (v) has been incorporated into a system without Seller's review and written approval.

8.3 THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND OTHERWISE, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IX. Returns

9.1 Except as otherwise expressly set forth herein to the contrary, all Products are non-refundable once shipped. All returns are subject to prior written authorization by the Seller, in its sole discretion. Requests for return may require certain supporting documentation, depending on the Product. Returned Product must be identified clearly with a Return Authorization (RA) number. Unauthorized or unidentified returns will be rejected or destroyed, with no credit issued. Authorized returns shall be shipped at Seller's risk and expense, freight prepaid, to such location as Seller may designate. In the event the Product is found to be conforming, shipping and return freight charges may be charged back to Buyer.

9.2 Subject to a 20% restocking fee (except for Product shipped in error), Buyer may return any standard and currently-stocked Product which Seller approves if: (i) it is in new condition, suitable for resale in its undamaged, unopened, unmarked original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. Non-standard and/or non-stocked Products, equipment, or instruments (i.e. Products made-to-order, built to customer's specifications, partly or fully customized, modified, etc.) may not be returned unless due to manufacturer non-conformance(s).

X. Indemnification/Insurance

10.1 Buyer agrees to defend and indemnify Seller and hold Seller and its affiliates harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not

limited to, attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of infringement of any patent or other proprietary rights of any person or party to the extent that the Product was manufactured pursuant to specifications supplied or required by Buyer; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Products sold pursuant to this Contract, or any products or items manufactured using such Products, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Seller's willful misconduct or gross negligence; or (iii) the negligence and/or willful misconduct of Buyer, its employees or agents hereunder.

10.2 Buyer shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance, designating Seller an additional insured, and have such coverage and limits and be issued by such company as Seller shall deem reasonably adequate for its protection. Buyer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Buyer shall, promptly upon Seller's written request, furnish to Seller certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

XI. Confidentiality

11.1 Buyer agrees that all specifications, data and other technical information furnished by Seller to Buyer constitute the property of Seller, are furnished solely for the purpose of Seller's performance or anticipated performance hereunder, and may not be copied or made accessible to third parties without Seller's prior written consent. Buyer shall promptly return such specifications, data and other technical information and all copies thereof to Seller upon Seller's request. Such request may be made at any time prior to or after delivery of the Products. The obligations of Buyer set forth also shall survive cancellation or completion of the Contract for a period of ten (10) years. Buyer shall not reverse engineer any of the Products or any component thereof.

11.2 In addition to the foregoing, in the event that the Product is an iQue or IncuCyte, Buyer is hereby granted a limited, non-exclusive, fully paid-up, non-transferable license to the Product for the sole purpose of processing data for Buyer's own use. Buyer shall not: (i) use the Product and associated documentation for human in-vitro diagnostic applications; (ii) remove or destroy any proprietary rights marks or legends on or in the Product or associated documentation; (iii) adapt, translate, modify, enhance, or create derivative works of the software component of the Product or associated documentation; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the software component of the Product; (v) assign, distribute, sublicense, rent, lease, sell, post on the Internet, or otherwise transfer the Product or associated documentation, in print or through any electronic or other medium; or (vi) make copies of the software component of the Product or associated documentation other than for archival and backup purposes.

XII. Cancellation

12.1 The Contract is not subject to cancellation by Buyer, other than in accordance with the terms of Paragraph 13.2.

12.2 If Buyer purports to cancel the Contract or any portion thereof in contravention of the terms of Paragraph 12.1 in respect of any Products which have been specially or custom manufactured for Buyer, Seller, in addition to all other remedies available under applicable law, shall be reimbursed by Buyer for all direct costs of labor, raw materials and parts purchased or contracted to be purchased and overhead costs incurred by Seller in the manufacture of said Products, and Seller may demand ten percent (10%) of the sales price set forth in the Contract with respect to costs of processing Buyer's order and loss of profits, notwithstanding the possibility of claiming a higher actual loss. Buyer agrees that Seller's calculation of the costs shall be accepted by the parties hereto. In addition, Seller shall have the right to complete and sell to a third party any specially manufactured Products, the order for which has

been purportedly cancelled by Buyer, without any liability or off-set whatsoever to Buyer.

XIII. Force Majeure

13.1 "Force Majeure" means any cause not within the reasonable control of the party affected, but no payment of monies can be excused by Force Majeure. Events of Force Majeure include, without limitation, acts of God, acts of terrorism, lockouts or other labor disturbances, wars, blockades, quarantine embargoes, riots, fires, explosions, failures of production facilities, shortages of fuel, transportation, utilities, or raw materials, and governmental laws and regulations.

13.2 Force Majeure shall not excuse either party from the performance of its obligations under the Contract, but shall merely suspend such performance during the Force Majeure. The party prevented from performing its obligations shall promptly notify the other party and shall provide the other party from time to time with its best estimate of the duration of such Force Majeure and with notice of the termination thereof. Upon termination of the Force Majeure the performance of any suspended obligation shall recommence. If, however, the Force Majeure prevents performance by either party for a period in excess of ninety (90) calendar days, then so long as such Force Majeure continues, either party may terminate the Contract at once by delivering notice of termination to the other party. Neither party shall be liable to the other party for any direct, indirect, consequential, incidental or special damages, including but not limited to lost profits, lost data, or loss of use, arising out of or relating to the suspension or termination of any of its obligations under the Contract by reason of Force Majeure.

XIV. Miscellaneous

14.1 The invalidity or unenforceability of any of these terms shall not affect the validity and enforceability of the remaining terms.

14.2 The failure of either party to insist upon strict performance by the other party of any term of this Contract or to exercise any right hereunder shall not be deemed to be a modification of any term hereof or a waiver of the future performance of any such term.

14.3 This Contract shall be governed by, and construed in accordance with, the law of New York, without regard to its conflict of laws provision. The provisions of the U.N. Convention on Contracts for the International Sale of Goods are excluded in their entirety. The prevailing party in any litigation shall be entitled to reimbursement of reasonable attorneys' fees and disbursements and court costs from the losing party.

14.4 Buyer may not assign, transfer or otherwise convey its rights, duties or obligations hereunder without Seller's prior written consent.

XV. No Consequential Damages

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON, WHETHER BY WAY OF INDEMNIFICATION OR CONTRIBUTION OR OTHERWISE, FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR LOSS OF USE, WHETHER ARISING FROM DEFECTIVE WORKMANSHIP OR MATERIALS OR DESIGN, BREACH OF WARRANTY, DELAYS IN DELIVERY OR OTHER BREACH OF CONTRACT, FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS AGENTS OR EMPLOYEES.

XVI. Limitation of Liability

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S OVERALL LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY BUYER TO SELLER PURSUANT TO THE CORRESPONDING PURCHASE ORDER.