

**Dexmet Corporation**  
**Standard Terms and Conditions of Sale**

**1. Applicability.** This document sets forth the terms and conditions under which Dexmet Corporation (the "Seller"), agrees to sell products (the "Products") to the purchasing party (the "Buyer"). Seller's shipment of any Products is expressly conditioned on assent by Buyer to these Terms and Conditions of Sale ("Terms and Conditions"), which Buyer agrees will supersede all prior statements, proposals, negotiations, representations and agreement and shall constitute the entire agreement between Seller and Buyer and shall take precedence over all other terms, conditions and limitations on Buyer's purchase order and other forms and documents of the Buyer or any other person or entity which are inconsistent herewith or in addition hereto. Unless otherwise agreed upon in writing, in no circumstances shall these Terms and Conditions constitute an acceptance of any terms and conditions offered by Buyer and any such terms and conditions offered by Buyer will not be binding upon Seller.

**2. Prices.** All prices for the Products are Seller's prices in effect at the time of shipment or invoicing and are in US dollars (USD). Price quotations are valid for thirty (30) days unless otherwise noted by Seller. Pricing for undelivered Product may be increased in the event of an increase in Seller's cost, change in market conditions or any other causes beyond the Seller's reasonable control.

**3. Payment.** Payment may be made by check, credit card or electronic funds transfer (EFT) denominated in USD. Where Seller has extended credit to Buyer, terms of payment shall be as specified in Seller's order confirmation or invoice. Invoices will be issued upon shipment and payment shall be due in full within the credit terms so extended by Seller. Seller reserves the right to change credit terms or withdraw any credit extended to Buyer. Amounts not paid when due will bear interest from the invoice date at the rate of 1.5% per month (18% per annum) and a \$200.00 late payment fee or the maximum rate allowed by law, whichever is less. Buyer shall pay to Seller all costs and expenses (including reasonable attorneys' fees) incurred in collecting any amounts due hereunder. If the financial standing of Buyer becomes unsatisfactory to Seller, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller. Failure of Buyer to pay any invoice for Products shipped shall constitute a breach permitting Seller to suspend all deliveries to Buyer, whether or not subject to the same order, until such breach is cured or to cancel all orders. Seller's election to suspend deliveries shall not preclude it from subsequently cancelling an order.

**4. Credit.** Seller may request and obtain a commercial credit report on Buyer from one of the major credit rating during the sales process. Acceptance of any order is subject to final approval credit by Seller. Seller reserves the right to cancel any sale if Seller deems Buyer unable to pay for any products. Seller reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of to credit be allowed Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Seller.

**5. Taxes.** The amount of any sales, use, ad valorem, property or other tax or duty, however designated, levied or based on the Products, or the sale or delivery thereof, shall be added to the price quoted and billed to and paid by Buyer. If Seller is required to pay any such tax or duty, Buyer shall reimburse Seller therefor, or provide the Seller with an appropriate exemption certificate or other documents acceptable to the taxing or customs authorities.

**6. Shipping and Delivery.** All Products shall be shipped via a carrier in the manner described in the documents accompanying these Terms and Conditions and, unless otherwise expressly set forth therein, Buyer shall pay all incurred costs by Seller associated with shipping such Products, including, without limitation all insurance, freight, cartage, warehousing, and all other charges associated with loading and shipping the Products to Buyer. Risk of loss pass to Buyer when the Products are delivered to a carrier F.O.B Seller's facility for sales requiring shipment of Products to a location in the U.S.A or ExWorks (per Incoterms) for sales requiring shipment of Products to a location outside of the U.S.A. Seller shall not be responsible for any damage, loss or expense resulting from any action or omission occurring during, or attributable to, transportation. Buyer will file claims with the carrier when there is evidence of shipping damage, either concealed or external.

All shipping dates are estimates and are based on prompt receipt from the Buyer of all necessary information. If Seller cannot observe an agreed upon time for the delivery of the Products, or if delay appears probable, Seller shall promptly notify to that effect to Buyer, listing the time when Seller will deliver the Products. Seller reserves the right to make partial shipments and to submit invoices for partial shipments. Seller reserves the right to allocate available Products among its customers in its discretion.

**7. Force Majeure.** Seller shall be excused for delay in delivery, may suspend performance and shall under no circumstances be responsible for failure to deliver any Products, when delay is due to: acts of God or the public enemy, fires, floods, riots, strikes, freight embargoes or transportation delays, inability to procure labor, fuel, material supplies, or power at current prices due to shortages thereof, any existing or future law or governmental act affecting the conduct of Seller's business or any other similar or dissimilar cause beyond the reasonable control of Seller (a "Force Majeure" event). Where a Force Majeure event occurs, Seller shall give Buyer notice as reasonably practicable. If any Force Majeure event will delay performance for a period exceeding ninety (90) days, either party may cancel delivery for the Products by written notification to the other party. Where Buyer cancels such delivery, Seller shall be entitled to receive compensation for the expenditures it has incurred until the time of cancellation.

**8. Acceptance.** Buyer shall promptly inspect the Products upon delivery. Buyer is deemed to have accepted the Products if Buyer fails to inspect the Products and notify Seller of faults or shortages within fourteen (14) days after the Products have been delivered. Notwithstanding the foregoing, any use of a product by the Buyer, its agents, employees, contractors or licensees, for any purpose, after delivery thereof shall constitute acceptance of that product by Buyer.

**9. Variations.** All Products shall be subject to Seller's standard manufacturing variations and practices with the limits and sizes that Seller produces, and all products purchased are subject to customary quality variations and tolerances recognized within the trade. Any such substitutions or variations shall not affect the price of the Products.

**10. Limited Warranty.** Statements regarding the nature and quality of the Products made in printed materials are binding only if expressly set forth in these Terms and Conditions. Samples of Products provided to Buyer are to be regarded as type samples and conformity of delivered Products with samples is not guaranteed. Seller expressly warrants that the Products will conform to the agreed upon descriptions and specifications, subject to the tolerances and variances established therein (the "Specifications"), for a period of five (5) years from the date of manufacture, provided that (i) the Products are stored in their original packaging and in accordance with storage requirements as communicated by Seller from time to time; and (ii) the Products are subject only to the usage for which they were intended if applicable. In the event any Product fails to comply with the foregoing limited warranty, Buyer must promptly (but no later than expiration of the applicable warranty period) provide Seller with written notice thereof. During the warranty period, Seller shall replace, repair or refund, at its sole option and expense, any Products or parts thereof that prove to be non-conforming to the Specifications, and return such repaired/replacement Products to Buyer, freight prepaid by Seller. In the event of any warranty claim, the new or repaired Products provided due to a warranty claim shall have the remaining warranty period of the original Product. The delivery of new or repaired Products as part of a warranty claim does not create a new warranty period. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER FOR BREACH OF THE WARRANTY SET FORTH HEREIN. If Seller determines in its sole discretion that the defect is attributable to any cause other than non-conformance to the Specifications, then Seller shall have no obligation whatsoever with respect to repair or replacement of the Products. Seller shall return such Products to Buyer,

freight to be paid by Buyer, and the warranty described herein shall be void. This limited warranty does not cover defects caused by normal deterioration and wear and tear, and does not apply if Products have been subject to modification, misuse, mishandling, misapplication, operation outside rated capacities, negligence, improper maintenance, accident or if any adjustments or repairs have been performed by anyone other than Seller or an authorized service representative of Seller. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Any representations or warranties about the Products, any systems into which the Products are integrated, or any complementary equipment sold with or used with the Products made by any third party to Buyer or Buyer's customers, that are different from or in excess of this warranty, are such third party's sole responsibility and obligation. Contact the third party for any claims you may have under their additional warranty.

**11. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS OR GOODWILL), WHETHER BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF SELLER SHALL BE LIMITED TO THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GAVE RISE TO THE CLAIM AND SHALL TERMINATE FIVE YEARS AFTER SHIPMENT OF THE APPLICABLE PRODUCTS TO BUYER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**12. Indemnification.** Buyer agrees to indemnify and hold harmless Seller, its officers, agents, employees and authorized representatives from and against any and all costs or damages arising out of or related to any claim or lawsuit alleging personal injury or death to any person which may result from or arise in connection with its use of the Products in any products of any kind. If the Products are manufactured in accordance with drawings, models, or other prototypes or patterns supplied by Buyer, or in accordance with any other form of documentation supplied by Buyer, Buyer shall indemnify Seller for any infringement of rights of third parties arising from the use and/or manufacture of such materials, including, without limitation, infringement of patents, copyrights, or trademarks of such third party.

**13. Cancellation.** If Buyer cancels delivery of any Products, Buyer shall be subject to a cancellation fee determined appropriate by Seller based on the work performed and expenses incurred for such Products as of the date of cancellation. Complaints regarding non-conforming Products shall be made in writing, specifying the nature and extent of the defect or non-conformity in reasonable detail. If Buyer determines that it cannot accept receipt of the Products (in whole or in part), or if delay in acceptance appears probable, Buyer shall promptly give notice to Seller. In such event, Seller shall, at its option, have the right to (i) deliver the Products at the time set forth in the documents accompanying these Terms and Conditions, (ii) extend the date of delivery for a reasonable period, or (iii) cancel delivery. If Seller extends the period for delivery, Buyer shall remain liable to make all payments as if the Products in question had been delivered at the time originally specified, and Seller shall, as necessary, arrange for storage of the Products and insure the Products at Buyer's risk and expense. If Buyer fails to accept delivery, Buyer shall nonetheless make payment to Seller. Claims for shortage, damage or non-delivery shall be made directly to carrier.

**14. Drawings and Technical Documents.** No intellectual property rights are transferred pursuant to this Agreement. All drawings and technical documents delivered by either of the parties to the other party remain the property of the delivering party, and the receiving party may not improperly use, reproduce, or otherwise disclose such documents to third

parties. Tooling, setup, drawings, design information and partial preparation charges, when invoiced to Buyer, cover only part of the cost thereof to Seller. Buyer does not acquire any right, title or interest in any tooling, setup, drawings, design information, or invention resulting therefrom. All drawings, techniques, inventions or improvements (whether or not patentable) made or conceived in the course of performing any obligations hereunder, including any intellectual property rights pertaining thereto, shall be the sole property of Seller.

15. **Assignment.** These Terms and Conditions and the rights and duties of the parties hereunder may not be assigned, in whole or in part, by either party except with the prior written consent of the other party, except that (i) Seller may assign any of its rights to receive any payment from Buyer hereunder; (ii) Seller may subcontract the performance of any of its obligations under these Terms and Conditions; (iii) Seller may assign or transfer these Terms and Conditions to its affiliates; and (iv) Seller may assign or transfer these Terms and Conditions in connection with a merger, acquisition, divestiture or similar transaction.

16. **Entire Agreement.** These Terms and Conditions represent the entire agreement between the parties with respect to the Products and supersede all prior discussions or understandings between them. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.

17. **Amendment; Waiver.** These Terms and Conditions may not be changed orally, and no amendment or modification of any of the terms and conditions herein, nor any waiver of said terms and conditions, shall be valid or binding unless such amendment, modification or waiver is contained in a written agreement or instrument signed by both parties. The failure of Seller to insist on strict compliance with these Terms and Conditions, or to delay in exercising its rights hereunder, shall not constitute an amendment or waiver of such rights.

18. **Applicable Law.** These Terms and Conditions shall be governed by the laws of the State of Connecticut. No prior course of dealings or usage of trade shall be relevant to supplement or explain any terms herein unless otherwise expressly stated herein.

19. **Dispute Resolution.** If Seller and Buyer have a controversy, dispute or difference arising out of these Terms and Conditions ("Dispute"), either party may initiate litigation. Litigation may be brought only in the United States District Court for the 3rd District of Connecticut or, if such court lacks subject matter jurisdiction, in the State or Superior Court of the State of Connecticut located in Hartford. The parties submit to exclusive jurisdiction of said courts waive and any defense of forum non conveniens. The parties waive all rights to jury trials.