



STANDARD TERMS AND CONDITIONS OF SALE

- (1) **GENERAL; DEFINITIONS.** Unless otherwise agreed in writing by Cametoid Technologies Inc. (“Company”), the terms and conditions contained herein with respect to the provision of Services (as defined below) hereunder constitute the entire agreement between Company and Purchaser with respect to the subject matter hereof, and supersede all prior communications and agreements between the parties. Company shall not be bound by any additional or different terms whether printed or otherwise in Purchaser’s purchase orders or in any other communications from Purchaser to Company unless specifically agreed to by Company in writing. Acceptance by Company of any purchase order for Company’s Services, and Purchaser’s acceptance of any quotation or proposal by Company is expressly limited to and conditioned upon these terms and conditions, which may not be changed or waived except in a writing signed by both parties.

As used herein: (i) “Purchaser” means the person or entity that accepts a quotation from Company for the provision of Services or whose Order for Services is accepted by Company; (ii) “Conditions” means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between Purchaser and Company; (iii) “Order” means an order for Services placed by Purchaser with Company, and accepted by Company; and (iv) “Services” means the services ordered by Purchaser and furnished by Company and shall include all materials and any related services furnished to Purchaser by Company pursuant to an Order.
- (2) **SHIPMENT AND DELIVERY.** Unless otherwise specifically agreed to in writing, the Services shall be provided at Company’s facilities. Delivery dates are approximate and are contingent upon prompt receipt by Company of all necessary information and specifications from Purchaser. Company assumes no responsibility for delays, breakage or damage after having made delivery to a carrier of the parts or materials with respect to which Services have been provided, at which time all risk of loss for any cause passes to Purchaser.
- (3) **FORCE MAJEURE.** Company shall not be liable for delays in delivery or failure to provide Services or deliver parts or materials due to causes beyond its reasonable control, including, but not limited to, acts of God or nature, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, embargoes, compliance with import or export regulations, delays in transportation or car shortages, defects or delays in the performance of its suppliers or subcontractors, or inability to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for such a time period as may be reasonably necessary to compensate for the delay.
- (4) **CLAIMS FOR DEFECTS AND SHIPPING DAMAGE.** No claim for defects in Orders shall be considered by Company unless presented to it in writing within seven (7) days after receipt by Purchaser of the parts or materials with respect to which Services have been provided. All claims for breakage or other damage due to shipment or handling shall be made to the common carrier by Purchaser within seven (7) days after receipt of the parts or materials.
- (5) **PRICE.** The price for the Services shall be the price expressly quoted by Company to Purchaser. Unless otherwise agreed to in writing, pricing includes standard packaging for domestic shipment, labels and raw material and production costs, but does not include the following, which Purchaser shall pay: handling charges; freight charges; special packaging; and any insurance desired by Purchaser. Foreign shipments placed with Company may require additional charges for documentation and overseas packaging. Such charges shall be clearly identified on Company’s invoices.
- (6) **PAYMENT AND CREDIT.** Unless otherwise provided herein, payment shall be due thirty (30) days from date of invoice. If parts or materials with respect to which Services have been provided are ready for shipment and delayed by Purchaser, Company shall be entitled to payment at stated terms, and shall submit invoices accordingly. Partial shipments may be made and payments for partial shipments shall become due as shipments are made and invoices rendered. In addition, Company may require progress payments and/or C.O.D. for Orders that equal or exceed \$50,000. Orders that require expedited processing will be assessed an additional pre-determined fee, the amount of which will be agreed to by Purchaser and Company in advance.



Company's acceptance of an Order in all situations is subject to Company's credit review of Purchaser and Company may, at any time, modify the terms of payment originally specified to include payment in advance. Any delay resulting from a credit review may result in a delay in shipping, which delay shall not subject Company to any liability. If Purchaser prepays the full Order price or makes a deposit equivalent to the full price of that Order in some other form acceptable and approved by Company at the time it places the Order, Company shall not conduct a credit review of Purchaser as described above in this Section 6.

For Orders outside the Continental United States, Canada or Puerto Rico, Company shall require an irrevocable letter of credit or similar guarantee of payment acceptable to Company. In addition, Company reserves the right, in its sole discretion, to require Purchaser to provide letters of credit or similar guarantees of payment acceptable to Company for all other Orders.

Company reserves the right to add to any account outstanding beyond the due date, a late charge of 1 ½% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if a lesser amount. If Company is forced to resort to legal action to collect amounts due, all reasonable costs and expenses including attorney's fees and interest shall be added to the price.

- (7) **TAXES.** The prices do not include, except as expressly stated in the quotation, any present or future sales, use, excise, value added or similar taxes or any increase in such taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, value added or similar taxes or increase in such taxes applicable to the sale or use of the Services hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Company with the tax-exemption certificate acceptable to the taxing authorities.
- (8) **CANCELLATION CHARGES.** Once accepted by Company, an Order is not subject to cancellation or change except on terms acceptable and satisfactory to Company. Direction by Purchaser to cancel may be treated as a repudiation making Purchaser immediately liable for loss, expense and other damages. It is understood that a cancellation charge shall be due from Purchaser to Company computed on the basis of costs (direct and indirect) accumulated, including without limitation, labor materials and engineering related to the Services, plus 10% of the total Order price as liquidated damages, and not as a penalty for such cancellation. The cancellation charge shall be due and payable at the time of receipt of Purchaser's written notice of cancellation at Company's office. In the event that Purchaser causes or requests changes to be made which affect delivery, specifications, completion dates or otherwise Purchaser shall reimburse Company for any expense incurred by Company as a result of each such charge or delay upon presentation by Company of a simple invoice.
- (9) **STORAGE.** If Purchaser requests that Company postpone the shipment of Purchaser's parts or materials, Company may, at Company's option and at any time after the original shipment date, pack and invoice such parts and materials as if then shipped, and hold them at Purchaser's risk and subject to Company's storage charges, payable by Purchaser.
- (10) **WARRANTY.** Company warrants all Services provided by it to be free from defects in workmanship for a period of one (1) year commencing thirty (30) days from date of shipment of Purchaser's parts and materials by Company (the "Warranty").

Company shall not be responsible for any nonconformity or defect in the parts or materials that: (i) is created after the parts or materials are delivered by Company to the carrier, including any nonconformity, defect or damage resulting from shipment or handling by the common carrier or from Purchaser's handling, maintenance or storage of the parts or materials; (ii) results from parts or materials composed of materials, specifications or designs provided by Purchaser; (iii) results from modifications to the parts or materials by Purchaser or others; or (iv) were not the direct result of the Services.



The Warranty applies only to parts or materials that are properly installed, maintained and operated under normal conditions with competent supervision in accordance with the instruction manual, good maintenance practice and Company recommendations, if any, made by Company in writing. Without limiting the foregoing, the Warranty shall be void in the case of any parts or materials that: (a) have been disassembled, repaired or tampered with in any way, or (b) have been damaged by use or operation in excess of any maximum pressures, temperatures or rated capacities as specified by Purchaser in writing.

Company's obligation, and Purchaser's sole and exclusive remedy, under the Warranty is limited to reperforming the Services on any parts or materials determined to be defective in workmanship or material during the applicable warranty period. Freight charges, including costs of return and reshipment, incurred for shipment of warranty repair or replacement parts shall be the sole responsibility of Purchaser. The warranty period shall not be extended by the performance of warranty repairs.

THE WARRANTY SHALL BE VOIDED IF PAYMENT IS NOT MADE IN ACCORDANCE WITH THE TERMS AS SET FORTH BY COMPANY.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF OR FAILURE TO USE THE SERVICES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, including but not limited to loss of profits or revenue, loss of use of the parts or materials, delays, or claims of customers of Purchaser or other third parties for such or other damages. Company's liability on all claims, whether in contract, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, or connected with an Order, or from the treatment of the parts or materials, shall in no case exceed the price paid for the Services with respect to the specific parts or materials on which the claim is based.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE SERVICES OR THEIR CHARACTERISTICS, QUALITY OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED. No agent, representative, or dealer, or any other person or entity, is authorized to give on Company's behalf any representation or warranty as to the Services or to assume for Company any liability pertinent to the Services under any circumstances.

- (11) **DEFAULT.** In the event that at any time Purchaser is in default under any terms of any Order arising out of this proposal or any other Order, Company reserves the right to withhold performance of Services or delivery to Purchaser of its parts and materials and to cancel and terminate any or all Orders and to hold Purchaser liable for any damages and expense incurred by Company. Company also reserves the right to declare all charges and accounts to be immediately due and payable.
- (12) **CLERICAL ERRORS.** Company reserves the right to correct clerical, arithmetical or stenographic errors or omissions in quotations, Order acknowledgements, invoices, or other documents.
- (13) **CHOICE OF LAW.** The validity and interpretation of these Conditions shall be governed by the laws of the State of Connecticut, without reference to its choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- (14) **SAVINGS CLAUSE.** In the event any clause contained in these Conditions is declared invalid or unenforceable by any court of competent jurisdiction, all other clauses or parts contained in these Conditions shall remain in full force and effect and shall not be thereby affected.

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