

1. General. These General Conditions, together with any nonconflicting provisions in Seller's quotation, are intended by the parties as the final expression, and contain the complete and exclusive statement, of the terms and conditions of this Agreement superseding all previous or simultaneous communications either oral or written. Seller's quotations are offers which may only be accepted in full. If Purchaser's order or other form states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms. This Agreement is conditioned on Purchaser's acceptance and assent to the terms and conditions contained herein. Acceptance of this Agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Seller's acknowledgment form unless written objection is received by Seller during such 7 day period, (ii) Seller's identification of existing goods as goods to which this Agreement refers, (iii) onset of Seller's manufacture of future goods or (iv) Purchaser's use of goods. This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by Seller. Any portion deemed invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the Commonwealth of Pennsylvania, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in Allegheny County, Pennsylvania. Purchaser hereby consents to the jurisdiction of the state and federal courts sitting in Allegheny County, appoints the Secretary of State of Pennsylvania in Harrisburg as its agent for service of process and agrees to appear in action upon written notice thereof.

2. Price and Payment. Unless otherwise stated, all prices for the Products are net FCA (INCOTERMS 2010) Seller's facility in Pittsburgh, Pennsylvania ("FCA"), with freight and insurance for Purchaser's account, and shall be those prices in effect at the time Seller accepts Purchaser's order except as provided below. Prices exclude all duties, taxes, tariffs, or other charges ("Charges") which may be imposed upon the sale or use of the Products. All Charges paid by Seller shall be for Purchaser's account. Any claim for exemption from Charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Payments are due net 30 days from the date of invoice, in cash, without deductions or set-off. If payment is not made when due, Seller may suspend all future delivery or other performance with respect to Purchaser without liability or penalty and, in addition to all other sums payable hereunder, Purchaser shall pay to Seller (i) the reasonable costs and expenses incurred by Seller in connection with all actions taken to enforce collection or to preserve and protect Seller's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses and (ii) interest on all amounts unpaid after 30 days charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower. Purchaser may not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller.

3. Title and Security Interest. Seller reserves, and Purchaser hereby grants to and creates in favor of Seller, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Seller to sign on its behalf and as its attorney in fact, any documents necessary to perfect Seller's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Seller, a perfected security interest in each Product.

4. Shipment; Delivery; Inspection. Unless otherwise agreed in writing, shipment and delivery of the Products shall be FCA. All shipment, insurance or similar charges shall be borne by Purchaser. Delivery of the Products to the first carrier shall constitute delivery to Purchaser, whereupon risk of loss is transferred to Purchaser, and all claims for loss or damage in transit or for non-delivery shall be made by Purchaser against the carrier. All delivery information (including time for shipment) is approximate. Seller's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Seller from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor dispute (e.g. strike, slowdown or

lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses), riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Seller's control. notwithstanding the above, Seller shall not be liable for any damage or penalties whatsoever, whether indirect, incidental, special or consequential, resulting from Seller's failure to deliver or delay in delivery for any reason. Within 5 business days of receipt, Purchaser shall inspect the Products. Unless Purchaser notifies Seller in writing of any nonconformities within 10 business days of receipt, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products. Once used, Products are deemed to be fully conforming to this Agreement.

5. Cancellation, Failure to Take Delivery. This Agreement cannot be canceled or postponed by Purchaser except with Seller's consent and upon terms that will indemnify Seller against loss. If Purchaser cancels all or part of an order for special, non-standard Products ("Specials"), Purchaser shall pay Seller the greater of an amount equal to (i) 100% of the price for such cancelled Specials, or (ii) the actual and consequential damages incurred by Seller, including without limitation Seller's anticipated profit and expenses already incurred by Seller. If Purchaser cancels all or part of an order for standard Products ("Standard Products"), Purchaser shall pay Seller the greater of an amount equal to (i) 25% of the price for such cancelled Standard Products, or (ii) the actual and consequential damages incurred by Seller, including without limitation Seller's anticipated profit and expenses already incurred by Seller. If Purchaser postpones delivery, Purchaser shall pay Seller the sum of (i) a monthly charge equal to 1 1/2% of the total price for the Products subject to such postponement, and (ii) reasonable postponement charges; e.g. Seller's idle time, warehousing expense, etc.

6. Warranty. Subject to the warranty limitation set forth in Section 7, Seller warrants that the Products sold hereunder will substantially conform to the applicable specifications and will be free from defects in material and workmanship for one year after shipment FCA, under normal and proper use and service. Drawings prepared by Seller and approved by Purchaser shall be deemed the correct interpretations of the work to be performed even if inconsistent with the plans and specifications. Upon resale, Purchaser agrees to extend to its customers no greater warranties, and limit its liability and remedies to the same extent, as those set forth herein.

7. Warranty Limitations. The warranty and remedies for breach of warranty provided for in these General Conditions extend only to the original sale and do not cover, and Seller shall not be liable for, (i) abnormal wear and tear or damage caused by installation, maintenance, or use which is improper or contrary to the instructions published by Seller, (ii) storage of Products in a wet or damp area or unprotected from weather and other job conditions, (iii) any cause beyond the control of Seller, including without limitation conditions caused by movement, settlement or structural defects of the environment in which the Products are installed, fire, wind, hail, flood, lightning or other acts of God, any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, (iv) repair or damage caused by anyone except personnel authorized by Seller, (v) any damage to the finish of the Products after they leave Seller's facility, (vi) Purchaser's use or attempted use of a Product with software other than software provided, approved or specified by Seller, (vii) any warranty claim made against a unit that has broken tamper-proof seals or that clearly has evidence of tampering or (viii) any discoloration or spotty appearance of the Products. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. All Product literature is for illustrative purposes only and does not contain a warranty of any kind. Seller's advice relating to the technical usage of the Products or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Seller's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for himself the suitability of the Products for the intended purpose(s). **THE WARRANTY SET FORTH IN SECTION 6 IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Remedy.** Purchaser's sole and exclusive remedy, and Seller's only obligation for breach of warranty hereunder, shall be, at Seller's option in its sole discretion, to (i) repair or replace the defective Product which fails within the one year warranty period, free of charge, provided that Purchaser promptly notifies Seller of such failure and, after receipt of prior written authorization from Seller, returns such Product to the place requested by Seller, freight prepaid, and thereupon Seller finds such to be defective or (ii) issue a credit equal to the price of the defective Product which fails within the one year warranty period. Purchaser must pay all related costs of repair or replacement, including removal, installation or reinstallation costs. At Seller's Request, Seller's personnel must be granted access by Purchaser to inspect the Products claimed to be defective at the site of their installation or use.

9. **Disclaimer; Limitation of Liability, Time For Claims.** Purchaser agrees that Seller shall not be liable for incidental, special, INDIRECT or consequential or other similar damages including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Seller to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not Seller has been advised of the potential for such damages. Seller's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Seller's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages or the price paid to Seller for the Products that are the subject of Purchaser's claim. All claims against Seller must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.

10. **Specifications, Intellectual Property.** Seller assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("Purchaser Specifications"), including any errors or omissions made by Seller in interpreting Purchaser Specifications. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Seller, its officers, agents, employees and principals, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications. Seller retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation (collectively "Seller Documentation"). Seller Documentation may not be copied or disclosed to others without Seller's express written consent and must be promptly returned to Seller (i) if an order is not placed or (ii) at Seller's request.

11. **Exports.** Purchaser warrants that it is and will remain in compliance with all export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations.

12. **Non-disclosure and Non-Use of Seller's Data and Information.** All technical and commercial information Seller discloses to Purchaser, excluding public domain information or property in Purchaser's possession in tangible form before receiving such information from Seller ("Confidential Information"), is proprietary to Seller and disclosed to Purchaser in confidence for the limited purpose of assisting Purchaser in the evaluation and normal operation of the Products (the "Purpose"). These General Conditions do not supersede any confidentiality agreement executed by Purchaser and Seller that otherwise applies to the Products or Confidential Information. In the absence of such an agreement, Purchaser may use the Confidential Information only for the Purpose. Further, Purchaser may disclose information only on a need-to-know basis, must protect against inadvertent disclosure, and will not disclose information to any third party without Seller's prior written consent.

13. **Software License.** This "Software License" section applies to any software or software documentation in any form whatsoever (collectively, "Licensed Software") delivered, provided or otherwise made available by Seller in connection with Purchaser's order that is not subject to a separate software license executed by the parties. Subject to these General Conditions, Seller grants to Purchaser a nonexclusive, limited license to use the Licensed Software only in the course of the normal operation of the Product on which it is installed. The Licensed Software is proprietary information of Seller. Seller retains all right, title and interest to all Licensed Software. Making copies of Licensed Software except for one copy for archive purposes is prohibited unless

specifically authorized by Seller in writing. Purchaser will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every authorized copy of Licensed Software. Purchaser may transfer all of its rights in the Licensed Software only in conjunction with the resale of the Product, Purchaser's product, or Seller-supplied test equipment in which the Licensed Software is installed or with which it is used, but only under terms consistent with and no less stringent than the terms set forth in this "Software License" section. Except for the foregoing, the Licensed Software may not be sub-licensed, transferred or loaned to any other party without Seller's prior written consent. Purchaser may not either itself or with the assistance of others, make modifications to the Licensed Software including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on Licensed Software to recover any other operation on Licensed Software to recover any portion of the program listing, object code or source code or any information contained therein. Without Seller's prior written consent, Purchaser may not (i) evaluate or use the Licensed Software for the purpose of competing with Seller in any manner, (ii) facilitate the evaluation or use of the Licensed Software for the purpose of competing with Seller in any manner, or (iii) use a previous version or copy of the Licensed Software after you have received an upgraded version of the Licensed Software. Notwithstanding the warranties provided elsewhere herein, Purchaser acknowledges that Licensed Software may be Product-specific and, as such, may require reasonable adjustment or refinement to suit Purchaser's specific requirements. Purchaser will provide reasonable aid to Seller in accomplishing such adjustments and refinements. Such reasonable adjustments or refinements will commence on the date of delivery and be provided by Seller to Purchaser for a period not to exceed 90 calendar days unless otherwise provided for in writing. Purchaser is entitled only to those rights with respect to the Licensed Software as are expressly granted by these General Conditions. Any rights not expressly granted by these General Conditions shall not be implied. Without limiting any of the limitations and disclaimers set forth in Sections 6, 7 and 8 above, Purchaser agrees that Seller shall not be liable for any costs, damages, claims, liabilities or expenses of any kind, arising out of or resulting from, directly or indirectly, Purchaser's use or attempted use of a Product with software other than software provided, approved or specified by Seller.

14. **Special Tooling and Data.** Seller owns all right to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities and tooling, including, but not limited to, jigs, dies, fixtures, molds, patterns, taps, gages, test equipment, manufacturing aids and replacements items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from Seller to Purchaser.

15. **Trademarks.** Purchaser agrees that it will not use any name or trademark of Seller unless authorized in writing to do so.

16. **Commercial Use; Government Restricted Rights.** Purchaser represents and warrants that all Products purchased hereunder will not be used in the performance of a contract, or subcontract, with any government in a manner so as to affect Seller's rights to data, technology, or other intellectual property supplied by Seller. If the Licensed Software is being licensed to or on behalf of the United States Government (the "Government"), the following provisions apply to the Licensed Software and must be passed through to any transferee of the Licensed Software. If the Licensed Software is supplied to the Department of Defense ("DOD"), it is classified as "Commercial Computer Software" and the Government is acquiring only "Restricted Rights" in the Licensed Software and related documentation, as that term is defined in paragraph 252.227-7202 of the DOD Supplement to the Federal Acquisition Regulations ("DFAR") (or any successor regulations). If the Licensed Software is supplied to any unit or agency of the Government other than DOD, the Government's rights in the Licensed Software and related documentation will be as defined in paragraph 52.227-19(c)(2) of the Federal Acquisition Regulations ("FAR") or, in the case of NASA, in paragraph 18.52.227-86(d) of the NASA Supplement to the FAR (or any successor regulations).

17. **Survival.** All rights, duties and obligations which by nature should apply beyond the term of this order will remain in force.