

**MAYSER POLYMER USA, INC.**  
**TERMS AND CONDITIONS OF SALE**

Every product (each, a "Product") sold by or through Mayser Polymer USA, Inc. or any of its affiliates ("Mayser") to a buyer ("Buyer") is sold subject to the following terms and conditions:

**1. Limited Warranty; Returns.** Mayser warrants to the original purchaser only that the Product will be free from defects in workmanship for [12 months] after the shipment date. Mayser's warranty will not extend to any Product that has been subjected to: (a) improper installation or storage; (b) ordinary wear and tear, accident, damage, abuse or misuse; (c) modification by any party other than Mayser or (d) abnormal or unusual operating conditions or applications, including any application in any way different from that for which the Product was designed. Mayser makes no other warranties, express or implied, regarding the Product and Mayser specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and freedom from infringement claims. Warranty claims must be made in writing during the warranty period to Mayser at the following address: Mayser Polymer USA, Inc., 26211 Central Park Blvd., Suite 507, Southfield, Michigan 48076, Attn: Warranty Manager. Mayser, at its option, will either (a) repair or replace a Product found to be defective in workmanship or (b) refund the purchase price paid for the Product, less a reasonable allowance for use. Shipping costs to and from Mayser are not covered by this warranty and will be paid by Buyer. The foregoing remedy is exclusive and is granted in lieu of all other remedies. Mayser reserves the right to inspect any alleged defect at Buyer's facility before any claim is allowed and before any return is authorized. All returns require a Return Authorization Number from Mayser. Custom made Products cannot be returned unless defective.

**2. Limitation of Remedies and Liability.** Except as provided in paragraph 1 above, for any claim of any kind against Mayser concerning a Product (including, but not limited to, any claim that Mayser has failed to satisfy its repair/replacement obligation under paragraph 5), Buyer will be limited to recovering only its direct damages up to the lesser of [\$100,000 or the purchase price paid for such Product] (exclusive of any design charges, shipping charges, freight, taxes and similar charges). SELLER WILL NOT BE LIABLE TO BUYER, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT.

**3. Priority of Terms and Conditions.** Mayser hereby notifies Buyer in advance that Mayser objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different than these Terms and Conditions of Sale, whether or not such additional or different terms would materially alter this contract. If a contract between Buyer and Mayser is established through performance or other conduct of the parties, the terms and conditions of that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather these Terms and Conditions of Sale will be a part of that contract and

will prevail over the conflicting and/or different terms and conditions of any other document forming a part of the contract.

**4. Price and Order Acceptance.** All packing charges, shipping charges and applicable taxes (including sales, use, excise and property taxes) are in addition to the purchase price and may be invoiced to Buyer at any time. Prior to acceptance, the price quoted for a Product is subject to change. Once accepted by Mayser, orders are not subject to change, cancellation or deferment of shipping date, except with Mayser's written consent and upon terms that will indemnify Mayser against resulting loss or damage.

**5. Payment.** Payment is due in accordance with any payment schedule agreed to in writing by the parties, or if no such schedule has been agreed to in writing, then within 30 days after the date of Mayser's invoice(s) to Buyer. During any design or testing period for a custom Product, separate invoices for portions of the total price may be issued at intervals reasonably determined by Mayser. Commencing 30 days after invoice date, interest at the rate of 1.5% per month may be added to any unpaid portion of amounts due. All payments will be made without setoff or reduction of any kind. Restrictive endorsements or other statements on checks will not apply to Mayser.

**6. Shipping.** Mayser will ship Products FOB (Buyer pays freight and insurance) place of manufacture. For international transactions, delivery terms are ex works (EXW) (Incoterms 2010) place of manufacture. Any shipping schedule provided by Mayser to Buyer is Mayser's then current estimate of delivery dates. Mayser will use reasonable efforts to deliver the Product in accordance with that schedule, but does not warrant or guarantee any particular delivery dates. Mayser will not be liable for any damages, including indirect, incidental or consequential damages, in connection with the delivery or non-delivery of any Product, including but not limited to damages incurred during shipment or caused by a delay in delivery. Buyer's acceptance of any Product constitutes a waiver of any claim for delay. Mayser will have the right to select the carrier for delivery of a Product unless otherwise agreed to by Mayser in writing and upon delivery of the Product to the carrier, title and risk of loss will pass to Buyer. The carrier will be deemed to be Buyer's agent and Buyer bears all risk of loss or damage during transit.

**7. Intellectual Property.** Buyer acknowledges and agrees that this is an agreement for the sale (or the design, manufacture and sale) of goods only, and that no transfer of any intellectual property rights is intended. All patents and patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world associated with any ideas, concepts, techniques, know-how, inventions, processes, designs or works of authorship developed or created by Mayser or its personnel, alone or in collaboration with Buyer, during the course of performing work hereunder (the "Intellectual Property") will belong exclusively to Mayser. Buyer hereby assigns and agrees to assign, and will cause its personnel to assign, without further consideration, any right, title or interest it or they may have in the Intellectual Property from time to time. Buyer will take such further actions as Mayser may reasonably request to give full effect to the assignment. Buyer will defend, indemnify and hold Mayser harmless from and against any claim, expense, loss or damage resulting from actual or alleged infringement or violation of any patent, copyright, trademark or other intellectual property right as a result of Mayser's compliance with Buyer's designs, specifications or instructions.

**8. Force Majeure.** Mayser will not be liable for delay, failure in performance, loss or damage due to fire, strike, vandalism, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**9. No Other Representations.** Buyer acknowledges and agrees that no employee, officer or agent of Mayser has the authority to make any representations, statements or promises in addition to or in any way different than those contained herein, and that Buyer is not entering into this contract or transaction in reliance upon any representation, statement or promise of Mayser except as expressly stated herein.

**10. Severability of Terms.** If any of these terms and conditions are held to contravene applicable law, such provision only will be deemed void, and in all other respects these terms and conditions will remain in full force and effect.

**11. Entire Agreement.** These Terms and Conditions of Sale, and the quotation to which they relate, constitute the entire agreement between Mayser and Buyer relating to the Product. Any certification by Mayser by separate writing as to compliance of a Product with specifications, blueprints, tests or otherwise will not increase or vary Mayser's obligations or liability hereunder. No modification or waiver of any term or condition of this contract will be effective unless in writing signed by authorized representatives of Buyer and Mayser.

**12. Governing Law, Forum Selection and Limitation Period.** This contract, all rights and obligations between the parties to this contract, and all claims arising out of or relating to the subject matter of this contract (including tort claims), will be governed by the laws of the State of Michigan, U.S.A., without regard to conflict of laws principles. Any litigation or other legal proceeding based upon or related to this contract, its subject matter, or the rights or obligations of the parties to this contract, must be brought and shall remain exclusively in an appropriate court of competent jurisdiction (state or federal) located in Wayne County, Michigan (if the action is brought in state court) or in the Eastern District of Michigan (if the action is brought in federal court), and must be brought within two years after the date on which the claim accrued. Any action brought in such courts will not be transferred or removed to any other state or federal court. The parties consent to the exercise of jurisdiction over them by the above-named courts as their freely negotiated choice of forum for all actions subject to this forum selection clause.