IBIS TEK STANDARD TERMS OF SALE

1. **ACCEPTANCE**. These Ibis Tek Standard Terms of Sale and any nonconflicting terms in any pertinent Ibis Tek quotation, if any, together, are hereinafter referred to as the "Contract," and shall govern in all respects all sales and use of any goods and services ("Products") provided by Ibis Tek, LLC ("Seller") to the purchaser ("Buyer"), including without limitation future replacement Products purchased by Buyer. If this writing differs in any way from the terms and conditions of Buyer's purchase order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Seller's acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ALL OF THESE CONTRACT TERMS, INCLUDING ANY TERMS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN ANY BUYER'S WRITING. Further, this writing shall be deemed notice of objection to any terms and conditions of Buyer that are different from or additions to this Contract. If this writing is construed as the offer, acceptance hereof is EXPRESSLY LIMITED TO THESE TERMS CONTAINED HEREIN. In any event, Buyer's acceptance of the Products shall manifest Buyer's assent to this Contract. No addition to or modification of the Contract will be effective, unless set forth in writing and agreed to by an authorized representative of Seller.

2. **WARRANTIES AND REMEDIES; DISCLAIMER OF IMPLIED WARRANTIES.** Seller's Standard Warranties and Remedies, provided at Seller's website at ibistek.com, are incorporated herein unless otherwise specified on the quote or as otherwise agreed in writing. SELLER DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND WARRANTIES IMPLIED BY LAW, USAGE OF THE TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE.

3. **CUMULATIVE REMEDIES.** The rights and remedies of Seller and Buyer available by law or in equity are cumulative and not exclusive of any rights or remedies that the parties would otherwise have.

4. **LIMITATIONS OF LIABILITY.** NEITHER SELLER, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ANY INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SELLER FOR THE PRODUCT AT ISSUE.

5. **FORCE MAJEURE.** Seller shall not be liable for any delay in delivery, or failure to deliver, due to any cause beyond the Seller's control including but not limited to labor disputes, accidents to machinery, precedence or priorities granted at the request or for the benefit of any governmental organization, or restrictions imposed by any governmental organization. In addition, if Seller, in its sole discretion, determines because of causes beyond Seller's control that Seller's performance hereunder would result in loss to Seller under the Contract, as computed under Seller's normal accounting procedures, then Seller may terminate this order in whole or in part without liability for any delay in the delivery of, or failure to deliver, the Products.

6. **CANCELLATION OR ALTERATION.** Buyer may not alter or cancel any order without Seller's written consent. For any order altered or cancelled with Seller's consent, Buyer must pay for all expenses and labor incurred up to the time of Seller's consent, plus a reasonable percentage for profit. Any order delayed or deferred by Buyer will be subject to price escalation for increased costs of production, and any other expenses caused by the delay. Material on such orders will be stored at Buyer's risk. Seller reserves the right to invoice Buyer and require payment before shipment of any delayed or deferred order.

7. **TITLE AND RISK OF LOSS.** Title and risk of loss shall pass to buyer at Seller's facilities, in Butler or Saxonburg, Pennsylvania, as per the shipping term, unless otherwise specified in Seller's quote. If delivery is made by common carrier, risk of loss shall pass upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer to the carrier. Seller accepts no responsibility for loss or damage to product in transit unless otherwise stated in Seller's quote.

8. **PATENT OR TRADEMARK INFRINGEMENT.** If the goods sold hereunder are to be manufactured according to Buyer's specification, Buyer shall indemnify Seller against any claim or liability for patent, trademark, service mark or trade name infringement on account of such manufacture and/or sale.

9. **NO REVERSE ENGINEERING.** Buyer agrees that it shall not reverse engineer, disassemble or decompile any Seller's products.

10. **EFFECT OF GOVERNMENT CONTRACT REGULATIONS.** Seller shall not be bound by any government contract terms applicable to Buyer's contracts unless Buyer has expressly provided prior written notice to Seller of the applicability of such Regulations and Seller acknowledges such notice in writing. Only the FAR and DFAR provisions that are mandatory flow downs or are required to implement statutes or executive orders shall be applicable. All other provisions shall be considered self deleting if not applicable.

11. **APPLICABLE LAW AND JURISDICTION**. All questions arising as to the Contract shall be interpreted and resolved in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions, and excluding the United Nations Convention on the International Sale of Goods. All such disputes shall be resolved in a court of competent jurisdiction in Allegheny County, Pennsylvania. Buyer hereby consents to the exclusive jurisdiction of the State Court in Butler County and Federal Court sitting in Allegheny County, appoints the Secretary of State of Pennsylvania in Harrisburg as its agent for service of process, and agrees to any such proceeding upon notice thereof.

12. **COMPLIANCE WITH LAWS**. BUYER AGREES TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, AND TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO ANY NON-COMPLIANCE BY BUYER WITH SUCH LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO APPLICABLE EXPORT LAWS AND REGULATIONS.