

## TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE** - The following are the Terms and Conditions upon which AlliedPanels, GmbH ("ALLIEDPANELS") agrees to sell and deliver products to Buyer. Provisions and conditions of Buyer's order which are in any way inconsistent with or in addition to the provisions of these Terms and Conditions shall be inapplicable and not be binding upon ALLIEDPANELS unless specifically agreed to by ALLIEDPANELS in writing signed on behalf of ALLIEDPANELS by the appropriate authorized representative. No contract for sale shall be formed until ALLIEDPANELS issues a Sales Order Acknowledgement.
2. **DELIVERY, TRANSFER OF TITLE AND RISK OF LOSS** - ALLIEDPANELS will deliver all products to Buyer FOB carrier at ALLIEDPANELS's plant. Title and risk of loss to the products will pass to Buyer upon delivery to carrier. Unless otherwise agreed in writing, Buyer will be responsible for all shipping charges, premiums for freight insurance, and other transportation costs. Claims against a carrier for damage caused during shipment must be made by Buyer. The scheduled delivery date will be as set forth in ALLIEDPANELS's Sales Order Acknowledgement.
3. **PAYMENT** - ALLIEDPANELS shall submit invoices on the date of shipment. Partial invoices may be submitted for partial shipments. Terms are Net 30 days from date of invoice. Late payments are subject to a 1.5% per month late charge. All payments shall be made in the currency as stated in the invoice.
4. **CANCELLATIONS** - In the event Buyer cancels the contract embodied in Buyer's order and ALLIEDPANELS's Sales Order Acknowledgment in whole or in part, or such contract is cancelled by ALLIEDPANELS because of default by Buyer, then Buyer shall pay ALLIEDPANELS by reason of such cancellation or default for all damages sustained, including completed units, shipped or unshipped, and work in process, at the current price applicable to the total quantity completed or uncompleted at time of default.
5. **RESCHEDULING** - Buyer may reschedule delivery (one-time) of products ordered hereunder for delivery up to 30 days later than the original delivery date set forth in ALLIEDPANELS's Sales Order Acknowledgment without penalty, upon giving written notice to ALLIEDPANELS at least 30 days prior to the original shipment date. Buyer agrees that rescheduled deliveries may incur storage and carrying charges.
6. **CHANGES** - Buyer may by written notice to ALLIEDPANELS make changes within the general scope of the order in any one or more of the following: (a) drawings, designs, or specifications where the product to be supplied is specifically manufactured for Buyer; (b) method of shipping or packing; (c) delivery schedule and ship to address; and (d) quantity. The change request will be evaluated to determine its impact. During this evaluation period, unless specifically placed on hold by the Buyer, the order will continue to be processed in accordance with its original terms and these Terms and Conditions. If any such change causes an increase or decrease in the cost or time required for the performance or otherwise affects any other provision of the order, ALLIEDPANELS will notify Buyer in writing. If Buyer does not notify ALLIEDPANELS in writing that it accepts ALLIEDPANELS's proposed change to costs or timing within 2 days of ALLIEDPANELS's notice, Buyer's change request will be considered canceled. After an equitable adjustment in the price or delivery schedule or both and the order is modified in writing accordingly, ALLIEDPANELS will proceed to complete the order as changed. Buyer shall reimburse ALLIEDPANELS for product which is rendered obsolete including all material component cancellation fees, restocking fees, and handling charges; as well as, any labor costs reasonably incurred by ALLIEDPANELS as a result of the changes in scope of work.
7. **LIMITED WARRANTY** - ALLIEDPANELS warrants that when shipped all production released products (an ALLIEDPANELS part number which carries an alpha revision) shall be free from defects in material and workmanship. ALLIEDPANELS gives no warranty as to any component integrated into the product that is manufactured by a third party other than any warranty from the manufacturer that is transferable to Buyer.

These warranties are applicable only if ALLIEDPANELS receives notice of such defect via a request for an Return Material Authorization ("RMA") number issued by ALLIEDPANELS within one-year from the date of shipment and shall not apply to any product or part thereof that is defective, or unworkable due to abuse, mishandling, misuse, accident, alteration, negligence or improper installation. Furthermore, warranties are not applicable to an ALLIEDPANELS part number with a numeric revision (i.e. a prototype). A product will not be accepted for return unless clearly marked with a RMA number and properly packaged. Equipment exposed to biohazard environments requires a decontamination statement accompanying returned product. Product shall be returned within 20 working days of issuance of RMA, otherwise that RMA is rendered null and void. The ALLIEDPANELS warranty shall be limited to replacing or repairing or giving credit for the purchase price solely at the discretion of ALLIEDPANELS, any product found by ALLIEDPANELS not to conform to the warranty set forth in this Section 7. ALLIEDPANELS does not accept debits for upgrades or out of warranty repairs. Buyer will be billed for the cost of transportation inbound as well as outbound.

THE WARRANTY SET FORTH IN THIS SECTION 7 IS EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER PERSON, FIRM OR CORPORATION IS AUTHORIZED TO ASSUME FOR ALLIEDPANELS ANY OTHER LIABILITY IN CONNECTION WITH THIS SALE.

8. **CONFIDENTIAL AND PROPRIETARY INFORMATION** - Each of ALLIEDPANELS and Buyer shall use the other's Confidential Information solely for the purpose of fulfilling their respective obligations under these Terms and Conditions and any contract formed pursuant thereto and shall not disclose or transfer any such Confidential Information to a third party other than as may be specifically authorized by the disclosing party in writing. ALLIEDPANELS and Buyer shall take reasonable steps to protect the other's Confidential Information, including, without limitation, by restricting disclosure of such Confidential Information only to those persons with a "need to know" and who are subject to confidentiality undertakings. Each of ALLIEDPANELS and Buyer shall use at least as much care in the protection of the other's Confidential Information as it uses to protect its own trade secrets. "Confidential Information" means all non-public information, documents and materials provided by one party to the other before or after the date of order, including, without limitation, specifications, prices, sales data, research and development, information regarding costs and know-how. The term Confidential Information shall not include information that is or becomes publicly available without breach of this Section 9 or was known to receiving party at the time of disclosure, as demonstrated by files in existence at the time of disclosure.

Product designed and manufactured by ALLIEDPANELS contains ALLIEDPANELS intellectual property and trade secrets. All rights of ownership to the design, development, and tooling made in performance of any contract pursuant to these Terms and Conditions, are retained by ALLIEDPANELS whether or not recurring payments have been made by Buyer and whether or not the form of such payments was a lump sum or amortized.

9. **COMPLIANCE WITH LAWS** - Buyer shall comply with all Austrian and foreign laws, regulations and other governmental requirements applicable to exportation, importation, sale and use of the product. If the ship to address is outside the Austria, Buyer represents and warrants to ALLIEDPANELS that it is familiar with all applicable laws and regulations and other governmental requirements concerning the importation, sale and use of the product in the jurisdiction where the product is to be exported. ALLIEDPANELS shall not be liable if any license or governmental approval is delayed, denied, revoked, restricted or not renewed, and Buyer will not be released thereby from its obligation to pay ALLIEDPANELS for products or other damages under these Terms and Conditions. Buyer covenants and agrees to not sell, assign or otherwise transfer the products outside the United States or other jurisdiction without obtaining all necessary approvals. No component of the product may be exported, re-exported or made available into (or to a national or resident of) any country or jurisdiction to which Austria has embargoed goods, country or jurisdiction otherwise prohibited by law. Buyer shall hold ALLIEDPANELS harmless against any loss, cost (including reasonable attorneys' fees) penalty, claim or demand of any kind arising out of or occasioned by any violation of this Section or charge thereof.
10. **LICENSE** - The delivery of product under these Terms and Conditions does not grant imply a license under any present or pending patents now owned or controlled by ALLIEDPANELS, except to the extent expressly granted by ALLIEDPANELS
11. **TAXES** - In the event any sales tax, manufacturer's tax, or other tax is applicable to any shipment made on Buyer's order, such tax shall be added to the selling price and shall be paid by Buyer.
12. **LIMITATION OF LIABILITY** - In no event shall ALLIEDPANELS be liable for indirect, incidental, consequential, special, or punitive damages of any kind or nature arising out of or relating to these Terms and Conditions or connected with or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of any products or the furnishing of any service or part thereof, whether such liability is based on contract, tort, negligence, strict liability or otherwise, even if such party had been warned of the possibility of such damages.

The cumulative liability, if any, of ALLIEDPANELS for direct damages arising under any provision of these Terms and Conditions or any contract formed pursuant hereto and under any theory of liability with respect to the products is limited to an amount not to exceed the price paid by Buyer for the particular product giving rise to the liability. The right to recover damages within the limitations specified in this Section 13 is Buyer's exclusive alternative remedy in the event any other contractual remedy fails in its essential purpose.

13. **PERFORMANCE** - ALLIEDPANELS will not be in default with respect to these Terms and Conditions or any contract formed pursuant hereto because of any failure or delay if the failure or delay is due to any occurrence beyond its reasonable control, including acts of God, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, civil commotion, war or war-like operation, acts of terrorism, invasion, military or usurped power, sabotage, and severe weather condition.
14. **INDEMNIFICATION** - Buyer hereby specifically agrees to hold ALLIEDPANELS harmless and indemnify ALLIEDPANELS against any and all claims for damages or profits, and for all costs and attorney's fees incurred by ALLIEDPANELS resulting from any suit or suits arising from alleged infringement of patents, designs, copyrights or trade-names with respect to all goods manufactured either in whole or part to Buyer's specifications.
15. **ASSIGNMENT** - Buyer shall not assign in whole or in part any of its rights and obligations with respect to these Terms and Conditions or any contract formed pursuant hereto without the express written consent of ALLIEDPANELS
16. **ATTORNEYS' FEES** - If either ALLIEDPANELS or Buyer retains legal counsel to enforce any of these Terms and Conditions, or to recover damages from the other, arising from the other's alleged breach of these Terms and Conditions, or the other commences a suit against ALLIEDPANELS or Buyer for any alleged breach of contract that is not successful, then

the other party shall pay the reasonable attorneys' fees together with cost of suit at both trial and appellate levels of either ALLIEDPANELS or Buyer, as the case may be.

17. **APPLICABLE LAW; JURISDICTION** - The validity, interpretation, performance of these Terms and Conditions shall be governed by the laws of Austria, without giving effect to its conflict of laws provisions. ALLIEDPANELS and Buyer irrevocably agree and consent that the courts of Hopfgarten, Tirol, Austria shall have exclusive personal jurisdiction over the parties and proper venue with regard to any claims arising in connection with the purchase, sale or performance of any product, and any objection to the jurisdiction or venue of any such court is hereby waived.