

TERMS AND CONDITIONS OF SALE

Parties. “Seller” means Siliconature Corporation, a Michigan corporation. “Buyer” means the party ordering from Seller.

Application. These Terms and Conditions of Sale (“Terms”) define the relationship of Buyer and Seller and apply to all sales of inventory, finished goods, supplies, materials, or other personal property (individually and collectively, “Goods”) by Seller to Buyer. These Terms are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Goods by Seller to Buyer (collectively, the “Agreement”).

Quotation. Seller quotations are valid for not more than 30 days unless otherwise noted. Seller may withdraw any quote not already accepted in writing in such period.

Pricing. Prices for Goods and related information are subject to change without notice. Prices do not include freight, use tax, sales tax, excise tax, VAT, or other taxes or charges imposed by any governmental authority unless expressly noted by Seller.

Taxes. Quotes do not include (and Buyer pays) taxes and fees levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with sale or delivery of Goods by Seller except Seller income tax obligations arising from sale of Goods.

Terms of Payment. Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, net 30 days of Seller’s invoice date.

Any amounts due by Buyer to Seller unpaid on or after 30 days of Seller’s invoice accrues compounded interest at 1.8% per month or the law’s maximum rate permitted, whichever is less. The accrual or payment of any interest will not constitute a waiver by Seller of any rights and remedies in connection with Buyer default. Buyer will pay court costs, attorney fees, and other expenses Seller incurs in collecting past-due amounts, including interest.

If Goods shipment or delivery is delayed by or at the request of Buyer, payment will remain due in full 30 days from Seller’s invoice date. In such event, Seller may charge storage and other incidental expenses incurred due to the delay in addition to interest.

Security Interest. As security for amounts due Seller from Buyer, Buyer grants Seller a security interest in all Goods sold by Seller to Buyer. Seller has all rights of a secured party under the Uniform Commercial Code with

respect to Goods. Seller may take reasonable actions to perfect its security interest in any jurisdiction, including filing financing statements with government authorities.

Limited Warranty/Disclaimer of Warranties.

EXCEPT AS STATED IN THIS SECTION, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE GOODS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If Buyer resells Goods, Buyer will limit third party recoveries in accordance with the Agreement. Buyer indemnifies and holds Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) resulting from Buyer’s resale.

SELLER IS NOT LIABLE OR RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR EXPENSE OCCASIONED BY USE OF GOODS.

BUYER WILL CONFIRM FOLLOWING DELIVERY THAT GOODS PURCHASED MEET BUYER’S SPECIFICATIONS AND/OR INTENDED USE.

Buyer’s remedies for breach of the Agreement are limited to amounts actually paid to Seller for any defective or non-conforming Goods.

Delivery. Delivery dates or other Seller performance schedule are approximations. Seller’s sole obligation with respect to delivery schedule or performance will be commercially-reasonable efforts to deliver the Goods, or otherwise to perform, consistent with the reasonable demands of business. Seller is not liable for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for causes reasonably beyond Seller’s control.

Title and Risk of Loss. Title to and risk of loss or damage to Goods pass to Buyer “F.O.B. origin”, i.e.-- from (a) Seller’s facility, (b) Seller’s designee’s when Goods are shipped there, or (c) as otherwise specifically indicated in the Agreement. Any shipping arrangement or service is done as agent for Buyer, even shipping is nominally done in Seller’s name.

Inspection and Acceptance. Buyer has 15 days from delivery date to inspect Goods for defects and nonconformance and to notify Seller, in writing, of any

defects, nonconformance, or rejection of Goods (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to Seller no more than 15 days after receipt of shipment. After this period, Buyer has irrevocably accepted Goods, if not previously accepted, and waived claims regarding Goods. After acceptance, Buyer has no right to reject Goods for any reason or revoke acceptance. Buyer claims for shipping damage must be made to freight carriers.

Return of Goods. Buyer returns must be per Seller's instructions. Buyer must contact Seller for authorization before returning Goods. Returns must reference Seller invoice number and reason for return.

Cancellation or Termination. Upon cancellation of the Agreement by Buyer, or Buyer default under the Agreement not cured within 30 days' notice by Seller, Buyer will pay to Seller on demand costs (including, without limitation, all applicable cancellation charges, including reimbursement for direct costs assessed by Seller's suppliers) incurred by Seller in connection with the Agreement, plus lost profit. However, amounts payable by Buyer under the Agreement will not exceed the Good's total price payable by Buyer.

Changes. Seller reserves the right from time to time to correct typographical or clerical errors, including mathematical computation errors, in the Agreement.

Technical Support. Unless specifically provided on the quotation or invoice, the Agreement does not include any services in connection with installation, testing, or evaluation of Goods. Seller may, however, make available to Buyer, at Buyer's expense, technical support services relating to Goods at Seller's normal rates, together with any out-of-pocket expenses in connection with technical support. The sole remedy of Buyer in connection with any acts or omissions of Seller in the provision of technical support will be Seller provision of further technical support reasonably required to correct the failing.

Modifications and Waiver/Entire Agreement. Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the parties' entire agreement and can be modified or rescinded only in writing signed by both parties. No waiver of any Agreement provision is binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure to

insist on strict performance of the Agreement will not be construed as a waiver of any term of the Agreement.

Any document submitted by Buyer to Seller confirming its intention to purchase Goods described in the Agreement (purchase orders or releases) will constitute confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely under the terms and conditions of the Agreement and these Terms. Seller objects to any different terms contained in any document Buyer submits. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Goods does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms, but will constitute only acknowledgment of receipt of the document. In addition, despite any terms contained in documents submitted by Buyer in connection with the purchase of Goods described under the Agreement, the acceptance of delivery by Buyer of Goods described in the Agreement constitutes a course of conduct Buyer agreement to the terms and conditions of the Agreement and these Terms, to the exclusion of any additional or different terms and conditions.

Compliance with Laws Buyer is liable for complying with federal, state, or local laws or regulations respecting safety or respecting use of Goods. Buyer indemnifies and holds Seller harmless against all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to Goods' use or resale.

Export Control Goods supplied by Seller subject to export laws and regulations are the responsibility of Buyer, who will comply with all laws and regulations. If applicable law requires export authorization for export or re-export of Goods, no delivery can be made until export authorization is obtained, regardless of promised delivery date. Denial of required export authorization relieves Seller of obligations relative to sale and delivery of Goods subject to denial without liability to Buyer.

Governing Law State of Michigan laws govern the Agreement. The parties consent to the jurisdiction of federal or state courts with jurisdiction over Kent County, Michigan and waive objection to such venue's personal jurisdiction. Any claims, disputes, or litigation involving the parties, the goods, or the Agreement will be conducted and resolved by arbitration according to the procedures of the American Arbitration Association.