

## Dexter Group Standard Terms and Conditions of Sale

The following terms and conditions will govern the offer and sale of all Goods, unless other terms are specified in the Quotation, the front of the invoice, Seller price lists or schedules (collectively "Terms"). Buyer accepts these Terms by placing an Order. Any other terms and conditions of Buyer are rejected, including those on Orders.

1. **Definitions.** "Buyer" and "Seller" are identified on the Quotation or invoice. "Goods" are all goods, materials and services listed on a Quotation or invoice. "Order" means a Buyer's commitment to purchase Goods from Seller. "Quotations" are issued by Seller to Buyer to offer the sale of Goods and are valid for a period of 30 days only from their date of issue.
2. **Prices and Payment.** Prices shown do not include charges for special packaging. Prices and Terms are subject to change without notice. The Buyer shall be responsible for any customs duties, clearance charges, taxes, broker's fees and other amounts payable in connection with importation and delivery of the Goods. Unless specifically stated, prices do not include sales, use, excise or other similar taxes or duties. If Seller is required to pay any taxes on the Goods or services furnished hereunder, then such taxes will be paid by Buyer in addition to the prices stated. Payment terms, subject to credit approval, are: Due net thirty (30) days from invoice date. Time for payment is of the essence. No payment shall be deemed to have been received until Seller has received cleared funds. If Seller delivers Goods to Buyer in lots, Seller may invoice Buyer for each lot. Buyer must make all payments due in full without any deduction, whether by way of set-off, counter-claim, discount, abatement or otherwise. If the Buyer fails to pay Seller any sum due, Buyer will be liable to pay interest at an annual rate of 18%, accruing on a daily basis until payment is made.
3. **Delivery.** Goods are sold f.o.b. shipping point. Delivery times are estimates. Seller's maximum liability for non-delivery of Goods is limited to the purchase price of the Goods. Loss, damage, shortage or other non-conformities must be reported within 10 days from date of delivery unless the carrier requires a shorter time. Delivery of 10% over or under the quantity ordered constitutes fulfillment of the Order. Within the 10% range, Buyer will pay for any excess or be credited for any deficiency. All samples, drawings, descriptive matter, specifications and advertising issued by Seller and contained in Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Order.
4. **Title.** Title to the Goods will pass to the Customer upon payment in full. Until title has passed to the Buyer, the Buyer will: (a) hold the Goods on a fiduciary basis as Seller's bailee; (b) store the Goods separately from all other goods; and (c) maintain the Goods in good condition. The Buyer grants Seller the right at any time to enter any premises where the Goods are or may be stored in order to inspect or recover the Goods.
5. **No Cancellation.** Buyer may not cancel Orders.
6. **Confidential Information.** All technical and/or business information disclosed by a party which is either expressly identified as confidential or by its nature is implicitly confidential will be kept in strict confidence by the receiving party and not used by the receiving party, other than for the purposes of manufacture, sale, purchase or use of the Goods or to perform its obligations hereunder. This section shall survive indefinitely.
7. **No License.** The sale of Goods does not convey a license, express or implied, to use any Seller trademark or trade name and Buyer will not use any Seller trademark or trade name in connection with any Goods, other than with respect to resale of Goods pre-marked or packaged by or on behalf of Seller.
8. **Bailment.** All Seller-owned tooling, equipment and materials which are kept on Buyer's premises will be held by Buyer on a bailment basis for Seller's benefit.
9. **Patents.** Subject to these Terms, Seller will defend Buyer from third party claims that the use or sales of Goods infringe any validly issued United States patent. Seller will not defend Buyer against claims for infringement due to: (a) the use of Goods in combination with other products or materials or otherwise than as intended or specified by Seller, or (b) the compliance by Seller with any specifications provided by Buyer. Seller may, in its sole discretion, elect to obtain a license to modify or replace the Goods to render them non-infringing. This indemnity is subject to: (y) Buyer's immediate written notification to Seller of the claim; and (z) Buyer giving Seller sole control of the defense of the claim and all reasonable assistance in connection with the claim. Buyer may not make any admission as to liability or compromise or agree to

settlement of any claim without Seller's prior written consent. This section states Buyer's sole remedies for infringement claims.

10. **LIMITATION OF LIABILITY.** SELLER WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), AS A RESULT OF THE OFFER, SALE OR USE OF GOODS, WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY OR OTHER WRONGFUL ACT OR OMISSION OF SELLER AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE ORDER SHALL NOT EXCEED THE TOTAL PRICE PAID TO SELLER PURSUANT TO THE ORDER UNDER WHICH LIABILITY AROSE.

11. **Force Majeure.** Seller will not be liable for failures or delays caused by events beyond its reasonable control.

12. **No Assignment.** Quotations and Orders are not assignable or transferable by Buyer, in whole or in part, except with Seller's prior written consent.

13. **No Waiver.** Failure by either party to require performance by the other party or to claim a breach of any provision of these Terms will not be construed as a waiver of any right, including the right to require subsequent performance or contest any subsequent breach.

14. **Governing Law.** These Terms shall be construed in accordance with and governed by the laws of the country, state, province or local jurisdiction of the entity supplying the Goods. If any provision of the Order should be found by a court of competent jurisdiction to be invalid, the remaining provisions of the Order shall survive and be construed in a manner consistent with the intent of the Order. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Export of the Goods contrary to U.S. law is prohibited.

15. **Attorney Costs and Fees:** If Seller is required to bring any legal action against Buyer to enforce this Agreement, Seller will be entitled to recover reasonable attorneys' fees and costs from the Buyer.

16. **Limited Warranty.** Unless stated otherwise in the Quotation, Seller warrants to Buyer that the Goods covered by this Agreement are subject to the product line specific Limited Warranty. Copies are available upon request. This warranty does not extend to (a) any defects or losses due to misuse, accident, abuse, neglect, normal wear and tear, or improper installation, maintenance or application, or (b) any recall or labor charges for removal and/or replacement of the defective Goods. This warranty is subject to the limitation of liability stated above. The sole and exclusive remedy of Buyer under this warranty will be the replacement of Goods proved defective with conforming Goods. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

17. **Returns:** Except as provided in the Warranty stated herein with regards to warranty claims, all Goods sold are final and no returns will be accepted without Seller's written approval.