

Terms and Conditions for Sale of Machines and Equipment

1. Definitions. "Buyer" as used herein means the individual, firm, partnership, corporation, limited liability company or entity to whom this Order Contract is addressed. "Seller" as used herein means Ellison Technologies, Inc. "Order Contract" as used herein means this written order acknowledgement. "Products" as used herein means any and all machine tools, machine tool parts, robotics components, tooling and related accessories, and other goods and equipment subject to this Order Contract and described on the cover page hereto. "Seller Products" as used herein means any and all Products sold by Seller to Buyer. "Services" as used herein means any and all configuration, design, modification, installation, assembly, connection, repair or other services subject to this Order Contract, including with respect to any Products not sold by Seller or already owned by Buyer, and described on the cover page hereto.

2. General. If this Order Contract is deemed to be an offer by Seller, Buyer's acceptance is strictly limited to the terms contained herein and Seller hereby notifies Buyer of its objection to any additional or different terms in Seller's purchase order or its acceptance of this Order Contract. If this Order Contract is construed as Seller's acceptance of Buyer's offer, this acceptance is expressly conditioned on Buyer's assent to any additional or different terms from those contained in Buyer's offer, including any purchase order. If Buyer uses its own purchase order or other form to order from Seller, such form will be used for convenience only and will evidence Buyer's unconditional agreement to these terms and conditions. Any additional terms or conditions contained therein are objected to by Seller. Seller's failure to object to specific provisions contained in Buyer's orders or other communications will not be deemed a waiver of the terms and conditions herein. Buyer's order is accepted only at the prices and terms indicated on this Order Contract, irrespective of any prices or terms quoted by Seller or listed on a purchase order or other writings. All prices are subject to state and local sales tax, if applicable, and to any other tax Seller may be required to collect or pay in connection with the transactions contemplated herein. No additional or other terms will be binding on Seller unless accepted in a writing signed by a duly authorized representative of Seller. Agreement to this Order Contract can be made by any commercially reasonable means, including Buyer's return of a duplicate copy of this Order Contract or Buyer's acceptance of the Seller Products and/or Services.

3. Entire Agreement. This Order Contract contains the entire agreement between Buyer and Seller with respect to the matters contained herein, and no course of dealing or usage of trade or actual course of performance will be relevant to explain or supplement any term used herein, and all different terms and conditions proposed by Buyer are hereby expressly rejected. Any other oral agreement between the parties with respect to the subject matter hereof will be null and void.

4. Credit Approval. Shipment, delivery and performance of all work hereunder are subject to the approval of Seller's credit department. Seller's obligation to deliver the Seller Products shall be subject to approval of the transactions contemplated herein by Seller and Seller's credit department.

5. Payment. Except as expressly provided in this Order Contract, Buyer will pay the purchase price for any Seller Products as follows: (a) 20% as a nonrefundable deposit upon execution of this Order Contract, (b) 70% plus applicable sales tax, if any, immediately following the shipment of the Seller Products, and (c) the remaining 10% immediately upon the earlier to occur of (i) acceptance of the Seller Products by Buyer, or (ii) 30 days following delivery of the Seller Products. If, due to Buyer's financial condition or any other reason, Seller shall, in its sole discretion deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, Seller may by notice to Buyer require full or partial payment in advance of delivery. Payment for replacement parts and Services are due and payable within 30 days of the date of Seller's invoice. Outstanding balances not paid when due will be charged a late fee of 1.5% of the outstanding balance during all or any portion of the month (or the maximum amount permitted by state law), payable on demand. In addition, Seller Products may be subject to remote disabling in the event that Buyer fails to pay any amounts when due. Buyer will pay all of Seller's costs of collection and/or repossession, including reasonable attorneys' fees, in the event Buyer fails to make any payment when due. If shipments are delayed by Buyer, or because Buyer's account is in arrears, payments will become due on the date that Seller notifies Buyer that it is prepared to make shipment. Any Seller Products held by Seller for Buyer will be at Buyer's sole risk and expense. Buyer shall not offset against any payment any amount not acknowledged in writing by Seller to be then due to Buyer.

6. Delivery and Installation. Seller will select the carrier to deliver any Seller Products delivered under this Order Contract. All delivery charges, including, but not limited to, freight and insurance charges, will be at Buyer's sole cost and expense. Delivery dates and shipping schedules are approximate and based on the most recent information available to Seller from the manufacturer as of the date of this Order Contract and may be adjusted from time to time, and time shall not be of the essence with respect to such delivery. Seller shall have satisfied its obligation to deliver the Seller Products upon the earlier of the date when (a) the Seller Products are ready for shipment to Buyer and Buyer is so notified or (b) Seller has placed the Seller Products in possession of the carrier or shipper for transportation to Buyer. Seller's obligation to deliver goods or services shall be subject to the due performance of all of Buyer's contractual obligations hereunder. Seller will not be responsible for any failure to perform arising from causes beyond its control, including, but not limited to, fire, acts of God, explosions, accident, labor disputes or shortages, failure or delays in transportation, or factory delays, war or threats of war, sanctions, embargo, acts of government or judicial action, default on the part of Seller's suppliers or any cause which renders Seller's performance commercially impractical under Section 2-515(a) of the Illinois Uniform Commercial Code. Except as expressly provided in this Order Contract, any installation, assembly or connection of any Seller Products will be at Buyer's sole and separate expense unless expressly included as paid Services hereunder.

7. Risk of Loss/Damage in Transit. All shipments will be F.O.B. (UCC) Seller's shipping point. Upon delivery by Seller to a carrier for shipment of Seller Products to Buyer, risk of loss will pass to Buyer and the carrier will be deemed to be acting for and on behalf of Buyer and the terms of payment for the Seller Products will not be affected by damage to or destruction of the Seller Products.

8. Cancellation. This Order Contract is not cancelable after it has been accepted by Seller unless Seller's OEM (Original Equipment Manufacturer) does not accept Seller's order of any Seller Products covered by this Order Contract. If Buyer cancels this Order Contract, Buyer agrees that it will forfeit any deposits delivered to Seller under this Order Contract and will, in addition, indemnify Seller against and will reimburse Seller for any and all damages, losses, charges or other costs Seller may incur as a result of such cancellation, including, but not limited to, any additional charges that Seller may incur, direct and indirect costs relating to this Order Contract and lost profits.

9. Non-Waiver. In the event of a default by Buyer under this Order Contract or any other agreement between Seller and Buyer, Seller may decline to make further shipments without in any way affecting its rights or obligations under this Order Contract or such other agreement. The failure of Seller to insist in any instance on the performance of any of the terms, covenants or conditions of this Order Contract, or to exercise any right herein, will not be construed as a waiver or relinquishment of (a) any right, term or condition of this Order Contract, (b) the future performance of any term, covenant or condition or (c) any of Seller's legal remedies hereunder.

10. Security Interest. Buyer hereby grants to Seller and Seller hereby retains a continuing purchase money security interest in all Seller Products, and all spare parts and components thereof, whether currently in Buyer's possession or hereafter acquired, together with any and all proceeds of sale or other disposition thereof, including, but not limited to, cash, accounts, contract rights and chattel paper to secure the purchase price of the Seller Products and all interest, attorney's fees and other costs of collection with respect to the Seller Products. Buyer authorizes Seller to execute and file one or more financing statements pursuant to the UCC in force in Buyer's state of formation (or Buyer's state of residence if Buyer is an individual) in a form satisfactory to Seller to evidence Seller's security interests granted hereunder and will take such other steps as requested by Seller to perfect and maintain its such security interests. Until Buyer repays all amounts owed hereunder, it (a) will keep the Seller Products free from any lien, security interest or encumbrance, (b) will fully insure the Seller Products for any damage due to fire, lightning, explosion and other usual risks and (c) will retain possession of the Seller Products and not transfer such Seller Products, or permit the transfer of such Seller Products outside the United States. Buyer will not store the Seller Products or any part thereof, or use the Seller Products, in violation of any law. If Buyer defaults in its payment obligations under this Order Contract, Seller may declare all amounts owed immediately due and will have the remedies of a secured party under the Uniform Commercial Code, including the right to enter Buyer's premises and remove or disable any of the Seller Products (including via remote disabling of any Seller Products). Buyer agrees to pay Seller's

reasonable attorneys' fees and court costs for the collection of any amounts owing to Seller hereunder or incurred in the repossession of the Seller Products.

11. Assignment. This Order Contract will be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer. Buyer may not assign this Order Contract without Seller's written consent.

12. No Seller Warranty; OEM Warranty. BUYER ACKNOWLEDGES THAT NO WARRANTY, EXPRESS OR IMPLIED BY LAW OR USAGE, IS HEREIN MADE BY SELLER WITH RESPECT TO ANY PRODUCTS (OTHER THAN SELLER PRODUCTS) OR SERVICES, AND BUYER HEREBY WAIVES ALL WARRANTIES – EXPRESS, IMPLIED OR STATUTORY. SELLER MAKES NO WARRANTY OF MERCHANTABILITY, AND THE DESCRIPTION OF THE PRODUCTS AND/OR SERVICES CONTAINED IN THIS ORDER CONTRACT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE PRODUCTS AND/OR SERVICES AND IS NOT A WARRANTY.

THE SELLER PRODUCTS ARE SOLD HEREUNDER SUBJECT TO THE OEM WARRANTY ACCOMPANYING SUCH SELLER PRODUCTS, WHICH OEM WARRANTY IS EXTENDED TO BUYER AS THE ORIGINAL PURCHASER OF THE SELLER PRODUCTS. IF, DURING THE FIRST YEAR (OR SUCH OTHER PERIOD EXPRESSLY SET FORTH IN THIS ORDER CONTRACT) FOLLOWING THE SHIPMENT DATE OF THE SELLER PRODUCTS, THE SELLER PRODUCTS FAIL TO CONFORM TO THEIR WRITTEN SPECIFICATIONS, AS A RESULT OF ANY DEFECT IN DESIGN OR MANUFACTURE, BUYER SHALL NOTIFY SELLER IN WRITING OF SUCH DEFECT, INCLUDING THE SERIAL NUMBER OF THE APPLICABLE SELLER PRODUCT. IF SELLER DETERMINES THAT THE SELLER PRODUCT(S) ARE NON-CONFORMING AND SUCH NON-CONFORMANCE HAS NOT BEEN CAUSED OR CONTRIBUTED TO BY MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, REPAIR, ALTERATION OR MODIFICATION, ACCIDENT, OR USE OTHER THAN IN ACCORDANCE WITH THE OEM'S PRODUCT MANUALS AND GENERAL INSTRUCTIONS FOR USE, THEN AS BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER: (I) IF THE SELLER PRODUCTS CONTAIN DEFECTIVE MATERIAL OR WORKMANSHIP, BUYER WILL RETURN TO THE OEM SUCH DEFECTIVE PARTS, AND (II) SELLER WILL PERFORM ANY REQUIRED SERVICES NECESSARY TO CORRECT SUCH NON-CONFORMANCE, ALL AT THE SELLER'S SOLE COST AND EXPENSE. NOTWITHSTANDING THE FOREGOING, IF ANY SELLER PRODUCTS ARE NOT THEN COVERED BY THE OEM WARRANTY, BUYER WILL REIMBURSE SELLER FOR ANY AND ALL COSTS OF THE NON-WARRANTY REPLACEMENT PARTS, INCLUDING FREIGHT AND OTHER SHIPPING COSTS. AFTER REPLACEMENT OF ANY DEFECTIVE PARTS OR MACHINES, THE DEFECTIVE PARTS OR MACHINE SHALL BECOME THE PROPERTY OF SELLER AND SHALL BE RETURNED TO SELLER UPON REQUEST. THIS WARRANTY IS NOT TRANSFERABLE AND IS LIMITED TO THE UNITED STATES ONLY; ANY RELOCATION OF THE SELLER PRODUCTS OUTSIDE OF THE UNITED STATES TERMINATES ANY AND ALL OBLIGATIONS OF SELLER UNDER THIS SECTION 12.

ANY ACTION FOR BREACH OF WARRANTY OR OTHER ACTION BY BUYER ARISING OUT OF THIS ORDER CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CAUSE OF ACTION ARISES.

THE WARRANTIES PROVIDED HEREIN ARE THE EXCLUSIVE WARRANTIES MADE BY SELLER AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR USAGE, ARE MADE BY SELLER REGARDING THE SELLER PRODUCTS AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES – EXPRESS, IMPLIED OR STATUTORY. ANY WARRANTY MADE BY SELLER UNDER THE ORDER CONTRACT WILL NOT BE AFFECTED BY, AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, SELLER'S RENDERING TECHNICAL ASSISTANCE OR SERVICES IN CONNECTION WITH BUYER'S PURCHASE OF THE SELLER PRODUCTS.

13. CLAIMS RELATED TO BUYER PRODUCTS. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT, BY VIRTUE OF PROVIDING ANY SERVICES TO BUYER, HAVE ANY LIABILITY FOR ANY PRODUCT LIABILITY OR OTHER CLAIMS RELATED TO ANY PRODUCTS OR OTHER GOODS OR EQUIPMENT OF BUYER OR ANY OF ITS AFFILIATES. IN FURTHERANCE OF THE FOREGOING, BUYER SHALL, AND HEREBY DOES, INDEMNIFY AND HOLD HARMLESS SELLER AND EACH OF ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, OWNERS, CONTRACTORS AND AGENTS FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, DUTIES, CHARGES, FEES OR OTHER COSTS SELLER OR SUCH OTHER PARTY MAY INCUR WITH RESPECT TO ANY CLAIM (INCLUDING ANY PRODUCT LIABILITY OR TORT CLAIM) BROUGHT BY A CUSTOMER, EMPLOYEE OR ANY OTHER BUSINESS RELATION OF BUYER OR ANY OF ITS AFFILIATES OR ANY OTHER THIRD PARTY WITH RESPECT TO ANY PRODUCTS, SERVICES OR OTHER GOODS OR EQUIPMENT OF BUYER OR ANY OF ITS AFFILIATES.

14. LIMITATION ON LIABILITY. SELLER'S AGGREGATE LIABILITY UNDER THIS ORDER CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER HEREUNDER FOR THE SELLER PRODUCTS AND/OR SERVICES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF OR RELATED TO THE PRODUCTS OR SERVICES OR THEIR INSTALLATION OR THE USE OR INABILITY TO USE ANY OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, GOODWILL OR BUSINESS INTERRUPTION, OR DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY OR FOR FAULTY WORKMANSHIP OR MATERIALS

15. Buyer Facility; Use of Products. Buyer shall ensure that any facility and work environments to which the Seller Products are to be delivered shall comply with all applicable laws regarding health and safety (including OSHA) and shall otherwise be safe and fit for the purpose of installing and operating the Seller Products. Buyer shall be responsible for ensuring that any foundation in such facility is suitable for operating the Seller Products and shall provide adequate electricity and air to operate the Seller Products. Buyer will follow all instructions and directions, and will use all safety devices that Seller provides for the use or operation of the Seller Products supplied.

16. Manufacturing Variations. Goods and materials shall be subject to Seller's and its suppliers' standard manufacturing variations. Seller and its suppliers reserve the right to change material specifications at any time and assume no obligation to supply any product(s) previously sold.

17. Tooling and Software. Unless otherwise specifically provided in writing, any tooling or software produced for or used in connection with this Order Contract shall remain the property of Seller. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Seller Products. Buyer shall only have the limited, non-exclusive right to use the software in object code form only as specified by Seller in order to operate the Seller Products. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) load any unauthorized software on the Seller Products. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Seller Products and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by these terms.

18. Export Restrictions. Buyer agrees and acknowledges that the Seller Products may be subject to export restrictions imposed by the United States, the Republic of Korea, Japan, Spain and other countries, and that Buyer will not transfer the Seller Products or permit them to be transferred anywhere outside the United States without the prior written consent of Seller. Buyer shall not use the Seller Products or their derivatives for the development or manufacturing of "Weapons of Mass Destruction", such as nuclear, biological and chemical weapons or missiles. Buyer shall at all times comply with all United States and foreign laws and regulations regarding exportation of the Seller Products and shall indemnify and hold harmless Seller for any and all losses, damages, liabilities, fines, penalties, duties, charges, fees or other costs Seller may incur as a result of Buyer's exportation or improper use of the Seller Products. In the event there is any value added tax assessed, Buyer shall be solely liable for the payment thereof.

19. Arbitration. This Order Contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, exclusive of conflict or choice of law rules. The Parties acknowledge that this Order Contract evidences a transaction involving interstate commerce. Notwithstanding the application of substantive Illinois law, any arbitration conducted pursuant to the terms of this Order Contract shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16) ("FAA").

Any dispute, claim, or controversy arising out of or relating to this Order Contract or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Order Contract, shall be determined exclusively by arbitration in Chicago, Illinois before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.

In any arbitration arising out of or related to this Order Contract, each party agrees that it is limited to deposing a maximum of three witnesses. Each party agrees it is limited in calling a maximum of three witnesses at the arbitration proceeding. The arbitrator shall award to the prevailing party the costs, experts' fees and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The arbitrator may not award either (1) any incidental, punitive, treble, consequential or indirect damages including, but not limited to, lost profits or lost enterprise value; or (2) lost profits of any kind. In the event that there is a conflict between the JAMS Streamlined Arbitration Rules and Procedures and the Order Contract, the rules and procedures for the arbitration set forth in the Order Contract control

20. Amendment; Waiver. This Order Contract may only be amended or modified in a writing that specifically states that it amends this Order Contract and that is signed by each party. Only a senior executive of Seller has authority to execute any modification or amendment to this Order Contract. No waiver by Seller of any of the provisions of this Order Contract is effective unless explicitly set forth in writing and signed by a senior executive of Seller. For the avoidance of doubt, no purchase order, invoice, or similar document can alter this Order Contract unless it specifically states

that it amends this Order Contract and is signed by Buyer and a senior executive of Seller. Any reference to Buyer's purchase order, invoice, or similar document in any documentation is in no way an acknowledgement or acceptance of such document nor a waiver or modification of this Order Contract.

21. **Invalidity.** If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force.

22. **SELLER PRODUCTS OPERATION.** BUYER UNDERSTANDS THAT SELLER PRODUCTS MAY BE DANGEROUS IF IMPROPERLY USED AND/OR IF OPERATED BY PERSONNEL WITHOUT PROPER TRAINING. BUYER AGREES THAT IT WILL OPERATE THE SELLER PRODUCTS IN ACCORDANCE WITH ALL APPLICABLE PRODUCT MANUALS, INSTRUCTIONS AND DIRECTIONS BY COMPETENT AND DULY QUALIFIED AND TRAINED PERSONNEL ONLY AND WILL USE ALL SAFETY DEVICES AND FOLLOW ALL SAFETY STANDARDS THAT SELLER PROVIDES FOR THE USE OR OPERATION OF THE SELLER PRODUCTS. IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE MISUSE, NEGLIGENCE, IMPROPER INSTALLATION, REPAIR, ALTERATION OR MODIFICATION, ACCIDENT, OR USE OR OPERATION OF THE SELLER PRODUCTS OTHER THAN IN ACCORDANCE WITH THE APPLICABLE PRODUCT MANUALS AND INSTRUCTIONS FOR USE, AND BUYER HEREBY WAIVES ANY CLAIMS FOR SUCH DAMAGES. IN ADDITION, BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER AND EACH OF SELLER'S AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, OWNERS, SUPPLIERS, CONTRACTORS AND AGENTS FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, DUTIES, CHARGES, FEES OR OTHER COSTS SELLER OR SUCH OTHER PARTY MAY INCUR WITH RESPECT TO ANY CLAIM (INCLUDING ANY PRODUCT LIABILITY OR TORT CLAIM) BROUGHT BY A CUSTOMER, EMPLOYEE OR ANY OTHER BUSINESS RELATION OF BUYER OR ANY OF ITS AFFILIATES OR ANY OTHER THIRD PARTY WITH RESPECT TO THE USE OF THE SELLER PRODUCTS.