

Moxietec LLC
770 Liberty Street Extension
Grove City, PA 16127



GENERAL TERMS AND CONDITIONS OF PURCHASE

Our goal is to provide high quality and dependable services to all our customers. Our ability to meet these goals depend to a large degree on receiving accurate and reliable information from our customers.

Our standard terms and conditions help ensure that your project will be completed as efficiently as possible. These terms and conditions are designed to prevent unforeseen issues arising for either party. Any exceptions to these terms and conditions must be in writing and agreed to by both parties.

Lead Time: Lead times quoted are estimates and are not guaranteed by Moxietec. Lead-times may vary due to current workload, material availability, job complexity and quantity of the order. Once a purchase order is received, prices and current lead times will be confirmed to the Customer.

Pricing: All prices are quoted based on the totality of the information provided to us at the time of quoting. The prices contained in a quote are valid for 30 days. Quoted prices are based on the total quantities, delivery frequency and batch size. Any changes to the total quantities, batch sizes or delivery requirements from the original quote may affect the price.

Purchase Order: A written purchase order is required for all projects. Any changes to the scope of the project subsequent to the quote will require new pricing to be reflected in the final purchase order.

Initial work on the project will not begin until the requirements of the project are accurately defined, prices are agreed upon in the purchase order, and all information and materials to be provided by the Customer are received by Moxietec.

Quantities: Customer agrees to accept over/under runs not to exceed 10% of ordered quantity on each line item in the purchase order. Closer control of quantity requires special arrangements with Moxietec and must be clearly stated in the purchase order.

CAD Files / Drawings: Programs are created for our CNC machines from the CAD model files supplied to us from the Customer. Moxietec relies on the Customer to supply accurate CAD models and drawing files. Moxietec LLC is not responsible for any errors or omissions in any CAD models and/or drawing files supplied by the Customer. Additionally, and unless specifically set forth in the Purchase Order, Moxietec is not responsible for verifying the CAD model files against the drawing files. It is not sufficient or acceptable that the Customer specify that the drawing file or the model file takes precedence over the other file because both files need to match in order for Moxietec to perform its job accurately and efficiently.

If errors in the Customer-supplied CAD files are discovered while parts are in-process, additional charges will be incurred on a “time and material” basis as needed to correct the errors. The Customer will be advised of any extra charges and a Purchase Order revision will be required to cover the charges *before* work can resume by Moxietec. If errors in the CAD model and/or drawing files are found after the parts are completed, the Customer is fully responsible to still purchase the parts at the price set forth in the Purchase Order.

Customer Delays and/or Holds: Customer’s parts are being produced on high-cost, high-volume equipment. It is therefore very costly for a machine to sit idle while waiting on information from the Customer. In the event of delays or holds caused by inaccurate or incomplete information, or other Customer related reasons, it will be necessary for Moxietec to pass additional charges onto the Customer. In certain cases, depending on the length of delay, it may be necessary to pull the job out of the machine. If the foregoing occurs, additional setup charges will be incurred. Work will not proceed on the Customer’s project and a new delivery date will not be established until Moxietec agrees to a revised Purchase Order for the additional charges.

Non-Recurring Engineering (NRE) Charges: Whether quoted separately, or amortized into the per piece price, Moxietec always incurs NRE costs. Those costs include fixturing, engineering, programming, tooling, set-ups, etc. Each quote will include NRE charges based on the information that we have been provided by the Customer at the time the quote is prepared. If at any point it becomes obvious that the scope of the project has exceeded what was included for NRE costs, Moxietec will let the Customer know and will work with the Customer on how to handle potential such extra NRE costs prior to proceeding any further.

Expedited and Minimum Charges: Upon request Moxietec will quote surcharges for expedited services. If expedited services are required, minimum charges for Moxietec services as well as our outsource suppliers will usually be necessary. If a project needs to be expedited, please contact our sales department to discuss the best options available.

Cancellations: Orders may be cancelled, or deliveries deferred only on the condition that the Customer immediately makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, production, and outside cost (i.e., heat treat and plating). The foregoing charges will be determined by Moxietec at the time of cancellation or deferment.

Delivery/Shipments: Moxietec shall not be liable for any damages for default or delay in production or delivery due to causes beyond Moxietec’s control, including, without limitation, any accident to or breakdown of Moxietec’s equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, riot or carrier delays. Bulk packaging is standard packaging for Moxietec. Customer is responsible for the cost and expense of all other packaging.

Taxes: All sale and/or use taxes and custom duties imposed by federal, state, county or municipal authority upon Moxietec’s transfer and delivery of services and products hereunder shall be paid by the Customer.

Samples: If requested, Moxietec will submit samples for approval when commencing production upon any order. It is understood that Moxietec’s machines are to be run immediately once the project has

been approved. Any changes in original specifications will be made only at Customer's direction and expense, including the expense of idle machine time. Moxietec will be notified immediately by Customer, followed by written confirmation.

Claims: In all claims for shortages, Customer must notify Moxietec within 5 days of receipt of shipment. A request for inspection of parts by Customer, without prior authorization by Moxietec, will not be honored. Claims will not be honored on those parts further processed by Customer resulting in change of dimensions or characteristics from parts ordered by Customer.

If parts are returned, they must be packed with the same care as they were originally packed by Moxietec. Moxietec is not responsible for parts damaged in return shipments by the Customer.

Tools, Dies: Tools, dies, gages, fixtures are an integral part of the manufacturing process and included in engineering charges. As a proprietary item of Moxietec, payment by the Customer, whether separately quoted or not, conveys neither ownership in Customer nor the right of removal by Customer from Moxietec's facilities.

Patents: The products hereunder are manufactured in accordance with the Customer's specifications and design. Accordingly, Customer shall defend and hold harmless Moxietec from all damages, claims, actions or suits based upon actual or alleged infringement of any patent registered in the U.S. or elsewhere.

Warranty: Moxietec warrants that those goods manufactured by it will conform to the drawings and specifications furnished by Customer. Where products are used and combined with other equipment or components not furnished by Moxietec, Customer agrees to fully indemnify Moxietec for all claims and expenses resulting from the use or incorporation of such items into Customer's products. No express or implied warranty of merchantability or fitness for use is made except as provided herein.

Limited Liability: Moxietec's sole liability shall be limited to the amount received from Customer under the agreement. The foregoing states Moxietec's entire and exclusive liability. In no event will Moxietec be liable for consequential or special damages arising from any defect or use of the product supplied by Moxietec.

Product Liability Indemnification: Customer agrees to defend Moxietec, its agents, directors, officers and employees, at Customer's sole expense, and will indemnify and hold harmless Moxietec, its agents, directors, officers and employees, from and against any and all actions, claims, damages, judgments, losses, expenses and other liabilities, including, without limitation, reasonable attorney's fees and other legal costs, arising in connection with any claim or suit arising from, costs, damages, fees or expenses in connection with Customer or any of its affiliate's or sublicensee's manufacture, use or sale of any product, including, but not limited to, any actual or alleged injury, damage, death or other consequence occurring to any person as a result, directly or indirectly, of the possession, use or consumption of any product, whether claimed by reason of breach of warranty, negligence, product defect or otherwise, and regardless of the form in which any such claim is made. In the event of any such claim against Moxietec or any agent, director, officer or employee, Moxietec shall promptly notify Customer in writing of the claim and Customer shall manage and control, at its sole expense, the defense of the claim and its settlement. Moxietec shall cooperate with Customer and may, at its option and expense, be represented

in any such action or proceeding by its own counsel. Customer shall not be liable for any litigation costs or expenses incurred by Moxietec without Customer's written authorization.

Recovery of Costs: If any legal action or other proceeding is brought for the interpretation or enforcement of this agreement, or because of an alleged breach, default or other dispute in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, whether for negotiation, trial, appellate, bankruptcy or other services, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

Governing law: This agreement shall be governed in all respects by the laws of the State of Delaware.

Dispute Resolution:

Forum and Procedures. Any dispute, controversy, or claim between Moxietec and Customer, whether initiated by Moxietec or Customer, and whether during the course of Moxietec providing services under this agreement, including, without limitation, any and all matters arising out of, or relating to, (i) this agreement or any other agreement that Moxietec may have with the Customer and the interpretation, breach, validity, enforcement, or termination thereof, (ii) Moxietec's services relationship with the Customer or the cessation thereof, (iii) Moxietec's compensation, and (iv) all matters arising under any federal, state, or local constitution, statute, rule, or regulation, or principle of contract law or common law, will first be settled by mediation administered by JAMS. If the parties are unsuccessful at resolving the dispute through mediation (which shall be conducted for no longer than four (4) weeks after the first filing of the request for mediation), the parties agree that all such disputes, controversies and/or claims shall be subject to mandatory, final, and binding arbitration administered by JAMS. Both mediation and arbitration shall be conducted in New York, New York (or another location mutually agreeable to the parties) and in accordance with the governing law for this Agreement. Except to the extent expressly provided in JAMS' rules, the mediator's and/or arbitrator's fees and costs owed to JAMS will be divided equally between Moxietec and Customer and, except as provided in this agreement, each party shall be liable for its own costs and expenses, including, without limitation, fees and expenses for attorneys and/or professional advisors.

Jury Waiver and Non-Moxietec Basis Claim Waiver. **To the fullest extent allowed by applicable law, Moxietec and Customer each knowingly and voluntarily agree to waive its rights to a trial by jury and agree that Moxietec and Customer will not make a demand, request, or motion for a trial by jury with regard to any dispute that may arise between Moxietec and Customer.** In no event may an arbitrator allow any party to join claims of any other person or entity in a single arbitration proceeding (a "Non-Moxietec Basis Claim") without the written consent of both the Moxietec and Customer; provided that, in the event that it is determined by a court or arbitrator that such Non-Moxietec Basis Claim waiver contained in this sentence is unenforceable, then such Non-Moxietec Basis Claim waiver will be deemed stricken from this section and such Non-Moxietec Basis Claim may only proceed pursuant to an arbitration under this section.

Arbitrator's Authority. In any arbitration under this section, the arbitrator will have full authority to resolve all issues in dispute, including the arbitrator's own jurisdiction, whether any dispute must be arbitrated under this section, whether this section is void or voidable, and to award compensatory remedies and other remedies permitted by law. In any arbitration under this section, the arbitrator is not

empowered to award punitive or exemplary damages, and the parties hereto waive any right to recover such damages. The arbitrator's award will be final and will be the sole and exclusive remedy between the parties to the arbitration regarding any claims, counterclaims, issues, or accountings.

Final Arbitral Award Binding; Conflicts. Any final arbitral award will be binding on the parties to the arbitration and judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction thereof and be enforced accordingly. In the event of a conflict between any JAMS' rule and any provision of this section, the provision of this section shall govern unless to do so would result in JAMS declining to arbitrate the dispute, controversy, or claim, in which case the JAMS' rule will govern. If JAMS for any reason declines to or is unable to mediate or arbitrate any dispute, controversy, or other matter covered by this section, then all references to JAMS herein shall be deemed instead to reference to the American Arbitration Association and its Commercial Arbitration Rules.

Confidentiality of Proceedings. All information regarding the dispute, controversy, or claim or mediation or arbitration proceedings, including, without limitation, the existence of the mediation, arbitration, dispute, controversy, or claim, any pleadings, briefs, or other documents exchanged, any testimony or other verbal submissions, and the mediation settlement or arbitration award, each as applicable, will not be disclosed by Moxietec or the Customer, or any mediator or arbitrator to any third party without the prior written consent of both the Moxietec and Customer.

Governmental and/or Regulatory Jurisdiction. Nothing in this section precludes any governmental or regulatory authority from jurisdiction over any disputes within its jurisdiction. Specifically, nothing in this section will be interpreted to limit any rights that any party has, if any, to file administrative claims or charges with government agencies. However, Customer agrees that Customer will not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of a charge, and/or participating in an investigation resulting from the filing of a charge with any government agency.

Voluntary Mutual Agreement. The dispute resolution agreement in this section is freely negotiated between Moxietec and Customer and is mutually entered into between the parties. Moxietec and Customer are each entering into this dispute resolution agreement freely and voluntarily, being fully informed, and after due deliberation. Moxietec and Customer each fully understand and agree that Moxietec and Customer are giving up certain rights otherwise afforded by civil court actions, including but not limited to the right to a jury trial.

Federal Arbitration Act. This section is intended to be governed by the Federal Arbitration Act and, as a result, to the fullest extent allowed by the Federal Arbitration Act, state laws governing arbitration provisions that would otherwise apply to this section are preempted.

Entire Agreement: This document contains the entire agreement of the parties relating to this subject matter, may not be changed or modified except by instrument in writing executed by the parties, and is binding upon the heirs, successors, personal representatives and assigns of the parties. Any other attempted modification shall be void and not admissible in evidence in any action arising from this agreement.

Notices: All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered and received by the other party, or (b) two (2) business days after being sent when sent by recognized overnight courier to the following addresses:

if to Moxietec:

Moxietec LLC
770 Liberty Street Extension
Grove City, PA 16127
Attention: Chief Operating Officer

with a copy to:

Summer Road LLC
207 6th Street
West Palm Beach, Florida 33401
Attention: General Counsel

if to Customer

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or to such other address as either party will have furnished to the other in writing in accordance with this section, except that such notice of change of address shall be effective only upon receipt