

Heraeus Quartz America, LLC Standard Terms and Conditions

Heraeus Quartz America, LLC. ("Heraeus") expressly limits acceptance to the Terms stated on the Purchase Order, these Terms and Conditions, provided on a yearly basis and as updated from time to time, in writing.

Agreement Documents

The Purchase Order and any attachments are the complete agreement between Heraeus and ("Seller"). No other documents including Seller's proposal, quotation, and acknowledgement forms, shall be part of this agreement, even if referred to, unless specifically agreed by Heraeus in writing. No right that Heraeus has regarding this agreement may be waived or modified except by Heraeus in writing.

If no order confirmation is received within 48 hours the purchase order shall be deemed to be accepted by Seller.

Price

If price is not stated on this agreement, Seller shall invoice at the lowest prevailing market price.

Taxes

Seller shall pay all sales and use taxes unless otherwise agreed in writing.

Terms of Payment

Terms of payment and discount arrangements agreed upon must appear in this agreement. Calculations shall be from the date Heraeus receives an acceptable invoice.

Confidential Information

Seller shall not at any time even after expiration or termination of this agreement, use or disclose to any person for any purpose other than to perform this agreement, any information it receives from in connection with this agreement, except information that becomes publicly available, or is rightfully received by Seller from a third party. Upon request by Heraeus Seller shall return to Heraeus all documentation and other material containing such information and shall not retain any copies.

Without Heraeus prior consent, Seller shall not disclose or report any information it receives from Heraeus Quartz America, LLC, in connection with this agreement, or any product of such information, to any person or location outside the country in which Seller is located.

Seller shall not disclose to Heraeus any information that it deems to be confidential, and it is understood that no information received by Heraeus, including data reports, manuals, drawings and documents, will be confidential nature or restrict, in any manner, the use or disclosure of such information by Heraeus, Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Heraeus, unless agreed in writing by Heraeus.

Patents and Copy Rights

Seller shall settle or defend, at its expense, and pay all finally awarded costs, fines, attorney fees and damages resulting from all proceedings or claims against Heraeus, its subsidiaries and affiliates and their respective customers, for infringement by the goods furnished under this agreement, or by any use thereof, of patents, copyrights or other intellectual property rights now or hereafter existing in the United States and any other country where Seller, its subsidiaries or affiliates have furnished or furnish similar goods. Seller shall notify Heraeus if Seller is or becomes aware of any right of, or protection accorded to, a third party as set forth above that might affect Seller's ability to provide goods under this Agreement or limit Heraeus' freedom to use or sell such goods anywhere in the world. Heraeus shall provide notice to Seller of any such proceeding or claim of which it becomes aware, Heraeus may actively participate in any such proceedings at its own expense. Seller shall have no liability for the combination of the goods furnished hereunder with apparatus not provided or proposed by Seller, or for required compliance by Seller with written specifications furnished by Heraeus only if the combination caused the infringement or such infringement could not be avoided by the Seller in complying with such specifications. This provision states the entire rights and obligations of Seller and Heraeus regarding infringement and shall survive expiration or termination of this agreement.

Compliance with LAWS

Seller shall at all times comply with all applicable federal, state, and local laws, rules and regulations.

Inspection of Goods

Heraeus may inspect the goods within a reasonable time after delivery. Heraeus may return nonconforming goods to Seller at Sellers risk and expense. Payment shall not constitute an acceptance of the goods nor impair Heraeus' right to inspect or any of its remedies.

Quality

Seller agrees that all articles, material, and work covered by this purchase order will conform to the specifications, drawings, samples, or other description furnished or adopted by Heraeus, and will be fit and sufficient for the purpose intended, merchantable, and of good material and workmanship. The term "quality" as used herein means conformance to applicable product specifications, drawings, samples, or other description furnished or adopted by Heraeus.

Warranty

Seller warrants articles of its manufacture against defective materials or workmanship for a period of one (1) year from the date of shipment to Heraeus. The liability of Seller under this warranty is limited, at Seller's option, solely to repair or replacement with equivalent articles, or an appropriate credit adjustment not to exceed the sales price to Heraeus provided that (a) Seller is notified in writing by Heraeus within the one-year warranty period promptly upon discovery of defects, (b) Heraeus has obtained a Return Materials Authorization number from Seller which RMA Seller agrees to provide Heraeus promptly upon request, (c) the defective articles are returned to Seller, and (d) Seller's examination of such article discloses to its satisfaction that defects were not caused by negligence, misuse, improper installation, accident or unauthorized repair or alteration. The original warranty period of any article which has been repaired or replaced by Seller shall not thereby be extended.

Packages

Packages must bear Heraeus Purchase Order Number and show quantity or gross and net weights. Materials shall be packed to secure lowest transportation and insurance rate and in accordance with the requirements of the common carriers.

Shipments, Late Shipments

Any partial shipment needs pre-approval from the Buyer.

If Seller fails to ship on time, Heraeus may purchase elsewhere and may, unless Seller's delay was due to unforeseeable causes beyond its control and without its fault or negligence and Heraeus was promptly notified thereof, charge Seller with all loss incurred. Seller will be responsible for all expedite fees including additional freight cost to further minimize the delay in delivery.

Transportation

Routing – as indicated in transportation routing guidelines on the face of this order, Premium transportation needs to be authorized by Heraeus.

Carriage – Carriage charges shall be paid by Seller unless otherwise agreed by Heraeus.

Insurance – Seller shall insure all shipments for replacement value unless otherwise agreed by purchaser.

Consolidation – Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.

Subcontracting

Seller shall not subcontract the work to be performed under this agreement without Heraeus' consent in writing, but Seller may purchase goods it normally purchases to perform the work.

Parts Provided by Heraeus Quartz America, LLC.

If Heraeus provides parts for use by Seller to perform under this agreement, Seller shall use parts solely for that purpose and said parts remain the property of Heraeus

Cancellation by Buyer.

Heraeus shall have the right for and at its convenience to terminate this Order in whole or in part at any time, and from time to time, by written or other electronic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder 30 days before requested delivery day. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Heraeus' instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall the Seller be entitled to recover incidental or consequential damages. Seller shall advise Heraeus, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination.

Wages and Hours

Seller warrants that in the performance of this agreement, Seller has complied with all of the provisions of the fair Labor Standards Act of 1938 of the United States as amended.

Workers' Compensation, Employers' Liability Insurance

Seller represents and warrants that it has statutorily required Workers' Compensation or Employer' Liability Insurance, Seller shall indemnify Heraeus against all damages sustained by Heraeus resulting from Seller's failure to have such insurance or Seller's being otherwise inadequately insured.

Equal Employment Opportunity

There are incorporated in this agreement the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the rules and regulation issued pursuant thereto with which the Seller represents that Seller will comply, unless exempt.

Publicity

Seller shall not, without first obtaining Heraeus' consent in writing, advertise or otherwise disclose the fact that Seller has furnished or agreed to furnish goods or services to Heraeus under this agreement.

Bankruptcy

Should the Seller be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Seller for the estate of the Seller for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefits of creditors, or if this Purchase Order or the estate of the Seller hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, Heraeus may, if Heraeus so elects, at any time thereafter terminate the Purchase order upon giving written notice to the Seller or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets.

Heraeus Code of Conduct

By acting responsibly Heraeus wishes to strengthen its good reputation. The principles for responsible action are laid down in the Heraeus Code of Conduct. The supplier commits to comply with all legally binding rules and regulations. This applies in particular to the applicable laws for the protection of fair competition, the export and import prohibitions, the customs and tax regulations, and all rules and regulations for the protection of the environment. The supplier covenants, in particular in its business transactions with Heraeus, not to engage in any bribing of business partners and to ensure for its own staff a fair pay, appropriate working hours, safety at work and a non-discriminating working environment.