



Joining Technologies Automation, Inc.
Terms and Conditions of Purchase

These "Terms and Conditions of Purchase" apply to the purchase order which they accompany or to which they are attached, hereinafter this "Order" and together with these Terms and Conditions of Purchase, this "Contract". As used herein: (i) "Buyer" means _____ and its subsidiaries, (ii) "Seller" means **Joining Technologies Automation, Inc.**, the party fulfilling the Order and (iii) "Items" means any goods and services purchased hereunder.

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS OF PURCHASE. IF TERMS OR CONDITIONS ARE CONTAINED HEREIN THAT ARE ADDITIONAL TO, OR DIFFERENT FROM, SELLER'S OFFER OR OTHER COMMUNICATION CONCERNING THE TRANSACTION CONTEMPLATED HEREBY, ANY ACCEPTANCE CONTAINED HEREIN IS EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED HEREIN. SELLER SHALL BE DEEMED TO ASSENT TO SUCH ADDITIONAL OR DIFFERENT TERMS IF: (1) SELLER SIGNS AND RETURNS TO BUYER A COPY OF THESE TERMS AND CONDITIONS OF PURCHASE; (2) SELLER SENDS AN ACKNOWLEDGMENT OR CONFIRMATION OF THIS CONTRACT WHICH AGREES WITH THIS PURCHASE ORDER AS TO IDENTIFICATION OF ITEMS ORDERED, QUANTITY, PRICE, AND DELIVERY SCHEDULE; (3) SELLER COMMENCES WORK ON THE ORDER; (4) SELLER SHIPS ALL OR PART OF THE ITEMS ORDERED HEREIN; OR (5) SELLER GIVES OTHER EXPRESSION OF ACCEPTANCE OF THESE TERMS AND CONDITIONS OF PURCHASE. Buyer reserves the right to revoke this Order at any time before acceptance by Seller.

2. PRICE. The price for any Items purchased hereunder shall not be higher than that appearing on the face of this purchase order, or if no price appears thereon, then not higher than the last price quoted by Seller to Buyer. Seller covenants that if it should at any time prior to the delivery of the Items sold hereunder sell similar Items in similar quantities to any third party at lower prices, it will notify Buyer in writing of such lower prices and Buyer will receive the full benefit of such lower prices from the date of such sale to any third party.

3. DELIVERY. Delivery is FCA, Incoterms 2010 at Seller's location once shipment is loaded onto the transportation carrier.

4. RISK OF LOSS; TITLE. Notwithstanding any terms relating to delivery and freight on the Order, risk of loss and title to the Items shall pass to Buyer once the items are loaded on the a transportation carrier at Seller's facility.

5. CONFIDENTIALITY. All matters relating to confidentiality will be governed by the Confidential Disclosure and IP Agreement ("Agreement"), effective as _____, as amended/renewed from time to time, to include Seller under the existing Agreement between Buyer and Seller's parent company Joining Technologies, Inc.

6. WARRANTIES. For a period of 1 (one) year, Seller warrants that the ordered Items shall be of good quality, material and workmanship, merchantable, free from defects that would prohibit it from achieving performance specifications described in the quotation, fit for the purposes for which they are intended and shall conform to the specifications set forth in this Order. Seller will honor the specific warranties for individual OEM components supplied within the system, provided that said OEM components have not been altered from their original configuration as supplied by the Seller. In addition, Seller warrants that any services included in the Items shall be performed in a professional manner, in accordance with applicable industry standards. Seller warrants that, in performing its obligations hereunder, it shall fully comply with all applicable laws and regulations. ALTERATION, MODIFICATION OR UNAUTHORIZED REPAIR OF THE EQUIPMENT, INCLUDING OPERATION OF EQUIPMENT OUTSIDE OF SELLER'S RECOMMENDED ENVIRONMENTAL CONDITIONS, IMPROPER INSTALLATION OR OTHER MISUSE VOIDS THIS WARRANTY AND OPERATES TO RELIEVE SELLER FROM ALL LIABILITY THEREUNDER. SALE OR TRANSFER OF THE EQUIPMENT TERMINATES THE WARRANTY.

7. I.P. WARRANTIES. Buyer warrants that, to its knowledge, the manufacturing processes that Buyer will use which are associated with the Items shall not infringe the intellectual property rights of any third party and Seller warrants that, to its knowledge, the configuration of the Items shall not infringe the intellectual property rights of any third party. These warranties shall survive acceptance of the Items and shall be in addition to any other warranties, express or implied, available to Buyer. Neither inspection nor acceptance of the Items shall impair any of the foregoing warranties. Seller is able to transfer, and upon Buyer's acceptance thereof does transfer, to Buyer good and marketable title to the Items.

8. TRAVEL AND LIVING EXPENSES. Buyer shall be responsible for all expenses related to travel and living costs for the Seller's personnel as they are required to service the Items, from time to time, even if it's a matter covered under the applicable warranty.

9. PRODUCT HAZARDS. Intentionally deleted.

10. INSPECTION. Buyer shall have the right to inspect and test the Items ordered at its facility prior to Buyer's remittance of final payment.

11. PARTIAL SHIPMENTS. Intentionally Deleted.

12. PACKING AND SHIPPING COSTS. The prices indicated on this Order do not include packing, packaging, and shipping costs.

13. CANCELLATION AND CHANGES. Buyer may cancel this Order, at any time, and Buyer's sole liability to Seller in such case shall be to pay for costs incurred by Seller for work-in-process and all purchased materials and components ("WIP") that are incurred up to the date of such Order cancellation, including Seller's calculated profit on said WIP. Buyer may at any time by written notice to Seller request changes to the Order. In response to such request, if such changes result in additional charges, Seller agrees to provide written quotations, including any changes to the prices, shipment or delivery dates. A request for change shall be treated as a separate order, unless otherwise agreed by the parties in writing.

14. **EXPORT COMPLIANCE.** The Parties shall be committed to compliance with all applicable U.S. export regulations and laws, including, but not limited to the U.S. Treasury Office of Foreign Asset Control (“OFAC”), the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) and the U.S. Commerce Department, Bureau of Industry and Security (“BIS”). Seller acknowledges its responsibility to obtain any license to export, re-export or import as may be required. Seller represents and warrants that it is not on the Specially Designated Nationals List, the Denied Persons/Entities List, the Debarred Persons List and is not otherwise prohibited from providing the goods or services hereunder. Seller shall promptly notify Buyer, in writing, if Seller becomes debarred, suspended or proposed for debarment.

15. **INDEMNIFICATION.** In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, or any lost profits/revenue. The only exceptions to the abovementioned are as follows:

- (i) Claims relating to personal injury, property damage, or death;
- (ii) A breach of obligations relating to confidential information, warranties or indemnity.

16. **NON-WAIVER.** The failure of Buyer in any one or more instances to insist upon the performance of any of the terms or conditions of this Contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future insistence or performance of any such terms or conditions or the future exercise of any such right.

17. **ENTIRE AGREEMENT.** This Contract contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. **GOVERNING LAW; ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, its formation, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, under which the arbitrator is granted the authority to issue temporary, preliminary and permanent injunctive relief. The place of arbitration shall be Hartford, Connecticut. This Agreement shall be governed and construed in accordance with the laws of Connecticut. Any action to compel arbitration, or enforce, modify or vacate an arbitration award shall be brought in Federal court in Connecticut and the parties both irrevocably consent to the jurisdiction of any such court. BOTH PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO A JURY TRIAL.

19. **MISCELLANEOUS.** All provisions of the Fair Labor Standards Act of 1938, as amended, and any other applicable federals, state and local laws, rules and regulations, applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, the Equal Employment Opportunity Clauses relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance Programs, including the “Employee Notice” provisions of 29 C.F.R. § 470.2(a)(1) through (a)(4) are incorporated by reference.

20. **FORCE MAJEURE.** Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by a Force Majeure Event (as defined by the applicable law) except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement. The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

21. **REQUIRED CLAUSE.** Any clause required to be included in a document of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

22. **ASSIGNMENT.** This Contract shall not be assigned by Seller without Buyer's prior written consent, and any purported assignment hereof shall be null and void and shall not relieve Seller of its obligations hereunder.

23. **SEVERABILITY.** In the event any of the provisions of this Contract in any way violates or contravenes applicable law, such provision(s) shall be deemed not to be a part of this Contract and the remainder of this Contract shall remain in full force and effect.

Joining Technologies Automation, Inc. (Seller)

_____ (Buyer)

By: _____

By: _____

Title: IP, Legal and Contracts Manager

Title: _____

Print: Caitlin Scott

Print: _____

Date: _____

Date: _____