

 The IONEX logo features a central starburst graphic composed of multiple overlapping 'IONEX' text elements in a teal color. To the right of this graphic, the word 'IONEX' is written in a large, bold, black, sans-serif font.	TERMS AND CONDITIONS
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ORDERS & ACCEPTANCE

These Terms and Conditions are incorporated by reference to any Purchase Order issued by IONEX (Buyer) to Supplier. These Terms and Conditions will be in addition to any technical or operational requirements explicitly specified in the Purchase Order or any attached Datasheet, Specifications, Drawings, or Statement of Work. All orders for the Supplier product requested by Buyer shall contain: (a) the purchase order number and date; (b) the unit quantity of Supplier ordered; (c) the per unit price and total price of the Supplier so Ordered; (d) the requested delivery date; and (e) all relevant shipping information. Products shall be shipped by Supplier, and risk of loss shall be borne by the Supplier until transferred to Buyer upon delivery.

Acceptance of this Purchase order should be made by (a) executing and returning the acknowledgement copy, or (b) delivering any of the goods ordered herein or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Supplier are objected to and rejected unless expressly assented to in writing by Buyer.

PACKAGING & SHIPPING

Supplier shall ship and package the Supplier Products using reasonable methods to minimize Products damage in-transit. No charges will be paid by Buyer for preparation, packing, crating or cartage unless separately stated in the order. All shipping documents shall include the following information: complete “ship to” address (including building number), bill of lading number, Order number, quantity, indication of partial/complete shipment, carrier and tracking information, if available. The shipment will also be accompanied by the necessary documentations listed on the Purchase Order requirements.

SUSPECT/COUNTERFEIT

Suspect/Counterfeit Item (S/CI) requirements apply to projects where the introduction of S/CI would have the potential for creating unsafe conditions and the IONEX customer has imposed an S/CI program. The requirements from a customer contract shall be flowed down onto the purchase order.

A suspect item is one in which there is an indication by visual inspection, testing, or other information that it may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute, without legal right or authority to do so, or one whose material, performance, or characteristics are knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.

Vendor warrants that all items, including their subassemblies, components, and parts, provided to IONEX shall be genuine (i.e., not counterfeit), new and unused, and conform to the requirements of this subcontract, without substitution unless otherwise provided for within this subcontract or approved in writing by IONEX prior to delivery.

PRODUCT ACCEPTANCE & REJECTION

Buyer shall inspect all Supplier shipments promptly upon receipt and may reject any Products that do not conform to the requirements of the applicable Order within such ten (10) business day period. Rejected shipments will be returned to Supplier at Suppliers’ expense, and Supplier will promptly replace all nonconforming Products in accordance with the applicable Order instructions within seven (7) business day, unless otherwise stated in writing by Buyer. If a shipment is missing any of the required documentation at arrival, Buyer may reject the shipment and any resulting cost from that rejection will be at the supplier’s expenses.

RIGHT OF ACCESS

Right of access by IONEX personnel or our customers and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable records.

NON-CONFORMANCE

Supplier is required to notify IONEX of non-conforming material prior to shipment. If non-conforming material is found at IONEX the designated buyer will work with the supplier to resolve the issue. Depending on the critical nature or reoccurring incidents a Corrective action may be submitted.

IONEX requires that the supplier take immediate containment action upon notification of the non-conformance. The supplier must submit a written response to IONEX reporting the supplier's initial observation and defining the containment plan within 48 hours of notification. The supplier's initial observation is an acknowledgement that the supplier has been informed of the problem, has contained the problem, and is defining root cause.

The containment plan must clearly define the actions taken at the supplier's facility, to assure that no non-conforming product is shipped to IONEX. The supplier must address all suspect stock in transit, and any stock at IONEX' facilities. The supplier must specify what actions are to be taken. The supplier must bound the problem by identifying all suspect lot numbers and associated quantities involved.

IONEX will work with the supplier for acceptable closure dates to the Corrective Action Form. The supplier is required to keep IONEX informed of progress towards implementing the corrective action. When the corrective action implementation is complete, the supplier and IONEX QA verify that the corrective action is effective in correcting the problem.

CANCELLATION & CHANGES

Buyer reserves the right to cancel or make changes to the Purchase Order, or any portion of the Purchase Order, without liability, if; (1) delivery is not made when and as specified; (2) Seller fails to meet the Buyer's Specification and Datasheet requirements.

Buyer may change the Purchase Order or modify any of the Products Specifications or Datasheet in a reasonable time period and agreed by both parties without liability except (1) the date Supplier loads the first of the item(s) for shipment to Buyer, to the extent such item(s) are held in inventory by Supplier; and (2) the date Supplier actually starts fabricating non-inventory item(s), or starts to perform the services on Buyer's property. In such events, Buyer shall pay to Supplier the unit price(s) for each of the Product(s) shipped to date, and the proportionate cost of services performed to date, plus, the amount of Supplier's additional direct costs, if any, which shall have resulted directly and exclusively from Buyer's said termination or directed changes.

PRICES TO IONEX & PAYMENT TERMS

The price payable by Buyer to the Supplier shall be agreed per the executed Purchase Order which may include freight, delivery, and packaging. Such Supplier pricing will remain in effect during the Initial Term. Pricing from the Supplier applicable to any Renewal Term will be subject to mutual written agreement of the parties.

Seller shall identify Sales and Use Taxes as separate line items on any invoice, and Buyer will pay any applicable Sales or Use Tax with respect to the transactions contemplated hereunder. Income, Payroll, Property, and other taxes will be the responsibility of the Seller, and the amount thereof shall be added to and become a part of the amounts payable by Buyer hereunder. Upon shipment of any Order, Supplier will invoice Buyer for the applicable purchase price for Supplier Product subject to such Order. Upon inspection, per the section above (Product Acceptance & Rejection), Buyer will submit payment of the materials, equipment, or services that have been accepted. Such payment will be made within 30 days of receipt of invoice. If a partial payment is made, the balance of payment will be made upon satisfactory completion of the order by Supplier. Unless otherwise specified on the Purchase Order, no invoice shall

be issued prior to shipment of the goods and no payment shall be made prior to receipt of both the Products and a correct invoice.

WARRANTIES

Supplier warrants to Buyer that at the time of delivery, the Products conform to the agreed upon specifications, are free of defects in workmanship and materials, comply in all respects with applicable requirements and otherwise conform with the specification and drawings requirements. Supplier's warranties and any more favorable warranties, service policies, and under a normal use and service of the Products for a period of eighteen (18) months warranty shall be enforceable by Buyer's customers and the users of Buyer's goods, as well as by Buyer.

INDEMNITY

Supplier shall indemnify, defend and hold harmless Buyer and Buyer's parent, subsidiaries and affiliates, and all of their directors, officers, employees, sublicensees and agents, from and against any and all liability, damage, loss, costs or expense (including, without limitation, attorneys' fees) arising out of claims or litigation based upon or arising out of: (a) Suppliers negligence, recklessness or willful misconduct; (b) Suppliers' breach of the representations and warranties provided hereunder; (c) any personal injury, death or property damage related to the conduct of Suppliers; (d) any violation of any law or regulation by Suppliers; (e) any environmental liability which may arise as a result of Buyer's relationship with Suppliers; (f) alleged violation by Suppliers of the intellectual property of a third party; and (g) any and all claims made against Buyer based upon, relating to, or arising out of any claimed defects in the Products. Buyer shall promptly notify Supplier of any threatened or pending claims, demands, causes of action, losses, damages, penalties, fines, expenses or judgments that reasonably could give rise to an obligation to indemnify under this provision. Supplier may not assume control of the defense of any action which is to be indemnified in whole or in part by it hereunder, including the right to select counsel, and to settle any claim; provided that, without the written consent of Buyer (which shall not be unreasonably withheld or delayed), Suppliers shall not agree to settle any claim to the extent such settlement would create any obligation or action on the part of Buyer or would have a material adverse effect on Buyer. Buyer shall cooperate as reasonably requested (at the expense of Suppliers) in the defense of any such action.

INSURANCE LIABILITY

Without limiting Supplier's liability to Buyer or third parties hereunder, Supplier agrees to maintain insurance coverage reasonably satisfactory to Buyer and including: (i) commercial general liability insurance (including products and completed operations liability and contractual liability), with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate and containing a Supplier's endorsement naming Buyer and its affiliated companies, and the officers, directors, employees, agents and representatives of Buyer and all such other companies as additional insureds, (ii) automobile liability insurance with minimum combined single limits of \$1,000,000 per accident and including a duty to defend, (iii) workers' compensation insurance covering all statutory requirements in the states of operation, (iv) employers' liability insurance with limits of at least \$1,000,000 per accident or disease. Supplier represents and warrants that it shall promptly file all applicable claims with its insurance carriers.