

ACUMENT GLOBAL TECHNOLOGIES, INC.
TERMS AND CONDITIONS OF SALE

1. **APPLICABLE TERMS.** These Terms and Conditions and all terms and conditions in any prior documentation of Acument Global Technologies, Inc. and its subsidiaries and affiliates (collectively “Acument”) not inconsistent with these Terms and Conditions, shall form the sole and exclusive basis of the contract of sale between the parties. In the event that any purchase order, acknowledgment or other document delivered by the Buyer, either prior to or subsequent to the date the delivery of these Terms and Conditions, contains terms and conditions that are in addition to, or different from those set forth herein, these Terms and Conditions shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions. Such additional or different terms and conditions provided by the Buyer shall not operate as a rejection of these Terms and Conditions and these Terms and Conditions shall be binding upon the parties.
2. **QUOTATIONS.** If these Terms and Conditions are provided with, or referenced in, a quotation for business (“Quote”), the Quote constitutes an offer to sell according to these Terms and Conditions only. The offer shall remain outstanding until the earlier of 30 days from the date of issuance of the Quote, unless otherwise extended in writing by Acument, or Acument gives Buyer notice that the offer is terminated. Buyer shall be deemed to accept Acument’s offer upon the earlier of (i) delivery of a written acknowledgment accepting the Quote, (ii) delivery of instructions to commence the work covered by the Quote, (iii) delivery of a purchase order relating to the Goods covered by the Quote or (iv) acceptance of the Goods described herein (“Goods”).
3. **PRIOR SALES.** Sale of the Goods to Buyer is subject to any prior sales which may have depleted Acument’s stock of Goods or raw material on hand and Acument shall have no obligation to Buyer in such event. Prompt notice will be given to Buyer if any such prior sales prevent performance by Acument.
4. **PRICES AND PAYMENTS.** Prices shown are current prices and Acument reserves the right to adjust the invoice price for any item to correspond to prices prevailing at time of shipment. Notwithstanding the foregoing, Acument may alter prices at any time, upon written notice to Buyer, due to variations in the cost of raw materials used to manufacture the Goods purchased by the Buyer. Any taxes or charges imposed by any present or future law in connection with this sale shall be added to the amount to be paid by Buyer. Unless otherwise specified, the prices quoted are based on Goods being produced in one production run and being shipped over a period of 90 days from Buyer’s acceptance of a Quote. Unless otherwise indicated to the contrary on the face of this form or an accompanying documents signed by Acument, payment terms are net cash within thirty (30) days from date of shipment and pro rata payments shall become due as partial shipments are made. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Acument, Acument may, at its option, and without affecting any other lawful remedy, change the terms of payment, or suspend work or further delivery, or both, until Buyer pays all invoices current, provides security or other assurances of performance as required by Acument within 5 days of Acument’s request. Buyer shall not offset or reduce any payment to Acument by any damages or expenses of Buyer (whether or not caused by the acts or omissions of Acument or Acument’s agents), by any disputed amounts or payments, or by any claims or charges against Acument.
5. **FREIGHT, DELIVERY AND PERFORMANCE.** Unless quoted differently, all shipments will be Ex-Works. All risk of loss to Goods shall pass to Buyer upon Acument’s delivery to carrier. Goods will be bulk packed and delivery may be in single or several lots, at Acument’s option. Any delivery dates shown are estimates only and not a guaranty of a particular date of delivery, and are based on the prompt receipt of all necessary information and product specifications from the Buyer on the date of acceptance of a Quote. In no event shall Acument be liable to Buyer for failure to perform or deliver, or a delay in delivery due to strikes, labor disturbances, raw material shortages or allocations, refusal of a supplier to provide raw materials or services if Acument refuses to agree to a price increase, plant calamities or

disasters, acts of God, government actions, civil disturbances, acts of terrorism, an increase in the prices for raw materials or other goods or materials used in the manufacturing or fabrication process or incorporated into the Goods covered by this quote, the failure of a presupposed condition of the contract or other interferences beyond Acument's control.

6. DIMENSIONS AND TOLERANCES. When tolerances are not specified by Buyer, it is understood that the following tolerances apply; plus or minus .005" on three place decimals, plus or minus .010" on two place decimals and plus or minus .015" on fractions. Due to normal manufacturing variations, Acument does not guarantee more than 99.994% of the parts to be within tolerance on any specific dimension.
7. INSPECTION. Buyer shall inspect all Goods upon receipt and prior to installation or use in further manufacture, and Buyer shall give prompt notice of any claimed defect or deficiency to Acument's. Any defects or deficiencies not reported to Acument within 30 days after Buyer's receipt for the Goods shall be waived. Prices do not include 100% inspection unless otherwise agreed to and accepted by Acument in writing.
8. LIMITED WARRANTIES AND REMEDIES. Acument makes the limited warranty that the Goods will conform to written specifications accepted by Acument and will be free of defects in workmanship and materials in accordance with the lesser of such tolerances described herein and as otherwise may be customary in the industry. Acument makes the foregoing limited warranty for a period of six months following delivery of Goods to the Buyer. In the event of any breach of the foregoing warranty, Buyer's sole remedy shall be to return the defective Goods for replacement or refund for the purchase price at Acument's option. THE FOREGOING EXPRESS LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES; ANY IMPLIED WARRANTY AS TO QUALITY, FITNESS FOR PURPOSE, OR MERCHANTABILITY ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED BY ACUMENT.
9. DAMAGES. Buyer's sole and exclusive remedy, whether based on contract, tort (including, but not limited to, negligence and strict liability) or otherwise, will be limited to the warranties and remedies set forth above. ACUMENT SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR INDIRECT, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT OR BUSINESS OPPORTUNITY, ARISING IN WHOLE OR IN PART FROM ANY BREACH BY ACUMENT, EVEN IF ACUMENT IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH INDIRECT, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.
10. PATENT OR TRADEMARK INFRINGEMENT. If the goods sold hereunder are to be prepared for manufacture according to the Buyer's specifications, Buyer shall defend, hold harmless and indemnify Acument against any claims, liability, costs or attorney's fees incurred in relation to any claim for patent or trademark infringement.
11. RETURNS OR CANCELLATION. Buyer shall have no right to return Goods for credit, cancel existing orders, or delay acceptance of delivery except with Acument's prior written consent and upon such terms as may indemnify Acument against all loss and expense.
12. SPECIALLY MANUFACTURED GOODS. Buyer shall hold harmless and defend Acument against all loss, damage, or expenses arising from any actual or alleged infringement of a patent or other proprietary rights on Goods manufactured in accordance with Buyer's specifications, designs or instructions. Buyer assumes all risk and liability for loss, damage or injury for any product liability claims or any other claims arising out of the use or possession of the Goods sold to Buyer hereunder and Buyer agrees to hold harmless, indemnify and defend Acument from any and all such claims. Buyer agrees to accept overruns or underruns on specified quantity in an amount not to exceed 10%.

13. **TOOLING.** All tooling and/or gauges as specified on an original Quote are Buyer-owned and will be maintained by Acument for the production life of the part, exclusive of tooling/gauging revisions required by Buyer's part print changes. Acument retains all rights to the design of the tooling.
14. **SAMPLES.** Preproduction samples will be furnished from production tooling. Samples will be submitted to Buyer for approval prior to Acument's proceeding with first production.
15. **SECURITY INTEREST.** Acument retains a purchase money security interest in all Goods delivered as security for the payment of the purchase price. All deliveries shall be subject to credit approval of Buyer from time to time.
16. **GOVERNING LAW.** Except as modified herein, the internal laws of the State of Michigan in general and specifically the Uniform Commercial Code as enacted by the State of Michigan and not the 1980 United Nations Convention on Contracts for the International Sale of Goods shall govern this transaction. The parties do hereby consent that any disputes arising out of these Terms and Conditions or otherwise through the relationship of the parties shall be resolved under the exclusive jurisdiction of the applicable State or Federal Courts located in the State of Michigan.
17. **IMPORT/EXPORT COMPLIANCE.** **For domestic (U.S.) Buyers:** In the event that Buyer intends to export any Goods, Buyer shall comply with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations, shall obtain validated export and re-export licenses required for Goods, services and/or technical data delivered pursuant to this agreement.

For foreign (non-U.S.) Buyers: Seller shall comply with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations, shall obtain validated export and re-export licenses required for Goods, services and/or technical data delivered pursuant to this agreement. Seller shall not be liable to Buyer for any failure to provide Goods, services and/or technical data as a result of any of the following U.S. government actions: (1) refusal to grant an export or re-export license; (2) cancellation of an export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of this agreement, that limits or has a material adverse effect on the cost of Seller's performance under this agreement.
18. **NON-ASSIGNMENT.** Buyer may neither assign any of its rights nor delegate any of its duties or obligations, whether involuntarily or voluntary, by operation of law or any other manner, without the prior written consent of Acument and no delegation shall relieve Buyer from its duties or obligations hereunder. Any purported assignment of rights or delegation of duties or obligations in violation of the section is ineffective and void *ab initio*.
19. **AMENDMENT AND WAIVER.** No modifications or amendments to the foregoing terms shall be binding upon Acument, unless specifically agreed to in writing. Acument shall not be deemed to have waived any provision or breach of this agreement, except under the terms of a writing executed by the Acument.
20. **ENTIRE AGREEMENT.** These Terms and Conditions of sale as may be amended by Acument from time to time, and a description on the face of a Quote, constitute the complete and exclusive statement of the agreement for the sale of Goods by Acument to Buyer. There are no other promises, conditions, understandings, representations or warranties. This agreement constitutes the entire agreement between the parties and supercedes any and all other agreements, negotiations and discussions, either oral or written, between the parties.