

**HVM TECHNOLOGY, INC.
STANDARD TERMS AND CONDITIONS OF SALE**

1. SCOPE

The Terms and Conditions (“Terms”) of this agreement contained herein shall apply to all quotations and offers made by and purchase orders accepted by HVM Technology, herein referred to as HVM Technology or Seller. These Terms and Conditions apply to all sales made by HVM Technology. These Terms and Conditions apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Purchaser. In such case, the Terms and Conditions contained herein shall govern, and acceptance of Purchaser’s order is conditioned upon Purchaser’s acceptance of the Terms and Conditions herein, irrespective of whether the Purchaser accepts these Terms and Conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. HVM Technology’s failure to object to provisions contained in any communication from Purchaser shall not be deemed a waiver of the provisions herein. Any changes in the Terms and Conditions contained herein must specifically be agreed to in writing signed by an officer of HVM Technology and Purchaser before becoming binding on either party.

2. PRICE, TAXES AND QUOTATIONS

All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Purchaser unless Purchaser provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by HVM Technology are those current at the date of quotation and shall be subject to variation by HVM Technology.

3. DELIVERY

HVM Technology will make every reasonable effort to effect shipment on or before the estimated delivery date(s) set forth in HVM Technology’s quotation. Any requested changes to the estimated delivery date(s) contained in the Purchaser’s purchase order/contract will be subject to HVM Technology’s approval, and Purchaser agrees to pay any re-scheduling charges that may be assessed by HVM Technology.

4. PAYMENT TERMS

Payment terms shall be determined on a case by case basis and will be indicated on HVM Technology’s quotation to the Purchaser. Purchaser agrees to pay interest on any unpaid balance at a rate of five percentage points above the annual Federal Funds rate as specified in the Wall Street Journal on the day the balance becomes due. Unless otherwise agreed in writing, all payments are to be in United States dollars. For contracts in Europe, HVM Technology may require payment to be secured by an irrevocable letter of credit or a bank guarantee acceptable to HVM Technology. Where payment is made by letter of credit, all costs of collection shall be added to the Purchaser’s account balance. In the event that HVM Technology is required to bring legal action to collect delinquent accounts, Purchaser agrees to pay reasonable attorneys fees and costs of suit.

5. NON-CONFORMING DELIVERY AND RISK OF LOSS

Purchaser shall notify HVM Technology of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify HVM Technology in

writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Purchaser's rights under Section 7. HVM Technology shall retain a security interest in the products until Purchaser's final payment to HVM Technology for the products. Risk of loss and title shall pass to Purchaser as soon as the products have been placed with a transport agent.

6. ORDER CANCELLATION

In the event of cancellation, HVM Technology may collect reasonable cancellation or restocking charges. Cancellation charges will include 100% for all items in Finished Goods Inventory and all items in Work In Progress (WIP), restocking charges for all materials that can be returned to the supplier(s), and 120% of the costs of all materials that cannot be returned.

HVM Technology shall have the right to cancel any unfilled order without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business, or HVM Technology becomes aware of infringement claims by a third party against the Purchaser for work and/or product ordered from HVM Technology.

7. LIMITED WARRANTY

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to HVM Technology's published specifications or other specifications accepted in writing by HVM Technology for a period of one (1) year from the date of shipment of the products. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been altered such that they are not capable of being tested under normal test conditions. HVM Technology shall make the final determination as to whether its products are defective. HVM Technology's sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where (i) HVM Technology has received written notice of any nonconformity; (ii) after HVM Technology's written authorization, Purchaser has returned the nonconforming product to HVM Technology; and (iii) HVM Technology has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HVM TECHNOLOGY DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS.

8. LIMITED LIABILITY AND INDEMNITY

HVM Technology shall not be liable for incidental or consequential damages, including but not limited to, the cost of labor, re-qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any HVM Technology product. If HVM Technology has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of HVM Technology to Purchaser shall be limited in respect of any occurrence or series of occurrences to the contractual value of the products or services that are the subject of the contract. PURCHASER AGREES TO HOLD HVM TECHNOLOGY HARMLESS AND INDEMNIFY IT AGAINST ANY AND ALL CLAIMS OF THIRD PARTIES AGAINST PURCHASER OR AGAINST SELLER OR BOTH FOR PERSONAL INJURIES, DEATH, LOSS OF INCOME, BREACH OF THIS AGREEMENT, BREACH OF CONTRACT, INTELLECTUAL PROPERTY CLAIMS FURTHER DEFINED BELOW, PATENT, OR OTHER INFRINGEMENT CLAIMS ORIGINATING FROM DESIGN OR PRODUCT OR OTHERWISE BASED UPON

ANY THEORY OF RECOVERY AGAINST PURCHASER OR HVM TECHNOLOGY FOR ANY WORK DONE BY HVM TECHNOLOGY HEREUNDER OR UNDER PAST OR FUTURE PURCHASE ORDERS BY PURCHASER, INCLUDING ALL EXPENSES, COSTS AND ATTORNEY'S FEES.

9. PATENTS AND INTELLECTUAL PROPERTY

(a) INDEMNIFICATION: IN ADDITION TO THE ABOVE, PURCHASER SHALL HOLD HVM TECHNOLOGY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SPECIFICALLY INCLUDING THIRD PARTY CLAIMS, COSTS, LIABILITY, EXPENSE OR LOSS, ANY AND ALL EXPENSES RELATING TO FACT WITNESS OBLIGATIONS INCURRED, INCLUDING ATTORNEY'S FEES, INCURRED BY SELLER RESULTING FROM ANY CLAIMS OF INFRINGEMENT OF PATENTS, DESIGN, MASK WORKS, COPYRIGHT WORKS, SOFTWARE, TRADE SECRETS, TECHNICAL DATA, KNOW HOW OR OTHER INVENTIONS, PRODUCT OR TRADEMARKS, ALL HEREIN INTELLECTUAL PROPERTY INCLUDING BUT NOT LIMITED THE DESCRIPTIONS AND DEFINITIONS OF INTELLECTUAL PROPERTY HEREIN AND IN (B) BELOW, OR ALLEGEDLY BY PURCHASER OR SELLER AND PURCHASER IN THE COURSE OF COMPLIANCE WITH PURCHASER'S DESIGNS OR SPECIFICATIONS OR INSTRUCTIONS.

(b) Unless otherwise explicitly agreed in writing and included in this quote, HVM Technology retains ownership of all Intellectual Property created as a result of this quotation agreement, which may include, but is not limited to, all tangible and intangible information related to the products, inventions, processes, tooling, methods, ideas, concepts, discoveries, designs, drawings, specifications, techniques, practices, models, diagrams, source code, object code, software, programs, know-how, mask works, copyright works, technical data, research and development, pricing or business and financial data. The sale of any products hereunder does not convey any license by implication, estoppel or otherwise covering combinations of the products with other equipment data or programs. HVM Technology retains ownership of all intellectual property and the works, copyright in all documents, catalogs and plans supplied to Purchaser pursuant to or ancillary to this agreement. Unless otherwise agreed in writing, Purchaser shall obtain no interest in any intellectual property used in the production of any HVM Technology product.

10. LIFE SUPPORT

HVM Technology's products are not authorized for use as critical components in life support devices or systems without the express written approval of an officer of HVM Technology. As used herein: (a) Life support devices or systems are devices which (i) are intended for surgical implant into the body, or (ii) directly support or sustain life and whose failure to perform when properly used can be reasonably expected to result in significant injury to the user; (b) a critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

11. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential. The parties shall not disclose the existence and or content of any discussions, written or verbal communications and/or negotiations the subject of this Agreement and further agree, the existence of such negotiations, the performance or analysis by either party and/or a contract or negotiations for a contract shall also be deemed Confidential Information along with all of the intellectual property owned by HVM TECHNOLOGY described in section 9 above all of which is subject of this Non-Disclosure provision. The parties will make no disclosure to anyone of Confidential Information provided under this Agreement, without the written consent of the other party.

In addition, with regard to such Confidential Information, each party will: i) restrict disclosure thereof only to those of its own employees to whom disclosure is necessary; ii) advise such persons of the obligations of confidentiality hereunder; and iii) require that such persons use the same care to maintain confidentiality as required herein.

Any Confidential Information which is disclosed by a party to the other party shall be deemed the disclosing party's property, whether marked as such or not, and, upon direction and request, all documents and material (and all copies thereof whether electronic or otherwise) containing any Confidential Information entitled to protection hereunder, will be promptly returned within three business days of the request and the other party will certify in writing it has complied with this Agreement.

Nothing contained in this Agreement shall be considered as granting or conferring rights by license or otherwise in and/or to any Confidential Information disclosed. The obligations of non-disclosure herein shall not apply to information which is:

Now or hereafter, through no act, failure or omission on the part of the party receiving the Confidential Information, within the public domain; already known to the receiving party at the time of its receipt of such information, excepting any prior orders that have been performed by HVM TECHNOLOGY for the Purchaser or an affiliate of Purchaser, which knowledge the receiving party shall have the burden of establishing by documentary evidence; or hereafter furnished to the receiving party by a third party who has rightfully obtained the same without restrictions on disclosure.

In the event of a breach of this non-disclosure provision, the breaching party shall pay all damages of any kind whether actual, consequential, special or otherwise at law or in equity. The parties acknowledge that the above damages alone will be an insufficient remedy for the injured party and that the injured party will suffer irreparable injury if this provision is violated. The injured party shall be entitled to injunctive relief to enforce these provisions in the event of a breach or threatened breach of these provisions. The injunctive relief may be sought in addition to any other available rights or remedies at law or in equity and the injured party shall be entitled to reasonable attorney's fees incurred in enforcing these provisions.

12. FORCE MAJEURE

HVM Technology shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the pandemics, weather, acts of god, acts of the Purchaser, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of HVM Technology. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

13. EXPORT REGULATIONS

Purchaser agrees to comply fully with all laws and regulations concerning the export of products. In particular, Purchaser agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. The products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited.

HVM Technology shall not participate in or support, nor be compelled to participate in or support, any foreign boycotts that the United States government does not sanction. Any such restrictive trade or boycott request shall render void all agreements between the Purchaser and HVM Technology.