

**STANDARD TERMS AND CONDITIONS OF SALE**Section 1.1 Controlling Document

THE ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND SSS CO. AGREES TO FURNISH THE SYSTEMS MATERIALS, AND ANY SPARE PARTS ("PRODUCTS") AND SERVICES COVERED THEREBY ONLY UPON THESE TERMS AND CONDITIONS.

This document constitutes the entire agreement of the parties with respect to the subject matter hereof. Any term or condition of Purchaser's order inconsistent with or in addition to these Terms and Conditions hereof shall not be binding on SSS Co., unless Purchaser notifies SSS Co. in writing to the contrary within ten (10) days of receipt hereof, acceptance of these Terms and Conditions shall be conclusively presumed. In the absence of such notification, the sale and delivery by SSS Co. of the items covered hereby shall be conclusively presumed to be subject to these Terms and Conditions. No waiver, alteration, or modification of any of the provisions hereof shall be binding on SSS Co. unless made in writing and signed by an authorized representative of SSS Co.. All orders or contracts must be approved and accepted by SSS Co.. These Terms and Conditions shall be applicable whether or not they are attached to or enclosed with the products sold hereunder.

Section 1.2 Acceptance Criteria

The parties agree that Purchaser shall generate acceptance criteria by which to measure the performance of the Goods herein no later than by the completion of the Request for Quote ("RFQ") process. In the event that Purchaser shall fail to provide acceptance criteria by such time, the parties agree that the performance of the Goods herein shall be measured solely by the standard OEM start up procedure and Purchaser shall be further restricted from submitting any other performance criteria outside of the same.

Section 1.3 Payment

Unless otherwise stipulated herein and notwithstanding an initial down payment per Section Nine (9), Payment for Products and services is due at or before shipment of Products or provision of services, unless SSS Co. grants credit in writing. If credit is granted, credit terms for service or spare parts shall require payment in U.S. Dollars thirty (30) days from date of invoice and for Systems, payment in U.S. Dollars is due per the schedule set forth in SSS Co.'s quotation or sales order. Unless SSS Co.'s quotation or sales order provides to the contrary, final payment is due no later than net thirty (30) days from the date of invoice. SSS Co. reserves the right to require an irrevocable letter of credit from a bank, which it designates. Sums unpaid thirty (30) days after date of invoice shall be subject to a late payment charge of one and one-half percent (1.5%) per month from the due date, or the maximum amount permitted by law, if less, and, in addition, Purchaser shall pay all costs incurred by SSS Co. which relate to the credit extension. In the event of any default in payment, Purchaser shall pay all costs of collection including but not limited to any and all legal fees associated directly and indirectly with the collection process. If delivery is delayed or this contract is canceled by Purchaser in SSS Co. with Section 12.11 hereof, payments already made shall be retained by SSS Co. and applied to payments required pursuant to Section 12.11.

Section 1.4 Security Interest

SSS Co. retains a security interest in Products delivered hereunder and in proceeds from the sale, exchange, collection, or disposition thereof, until Purchaser has made payment in full for such Products. Purchaser shall, upon request by SSS Co., provide all information and signatures required by SSS Co. to perfect such security interest, SSS Co. reserves all rights granted to a secured creditor under the Texas Uniform Commercial Code, including the right to repossess upon default by Purchaser. To simplify such repossession, SSS Co. may require the Purchaser to assemble the collateral and make it available to SSS Co. at a place reasonably convenient to both parties and designated by SSS Co.

Section 12.5 Delivery and Delay

Terms of sale are EX-Works at SSS Co.'s plant in Austin Texas USA. Title to Products shall pass to Purchaser on SSS Co.'s tender of the Products to Purchaser or a carrier. All risk of loss or damage of Products in transit shall be borne by Purchaser, unless otherwise agreed. SSS Co. reserves the right to make partial deliveries, and all such partial deliveries shall be separately invoiced and paid for when due. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept such later deliveries.

In any event, delivery times shall not be considered absolute and no breach shall be found if the Products herein specified are delivered within a reasonable time after the delivery date set forth.

Section 1.6 Receipt and Examination

Upon receipt of Goods delivered hereunder, Purchaser shall notify SSS Co. five (5) days in advance (international shipments) or three (3) days in advance (domestic shipments) of uncrating and shall not proceed in opening shipping crates until an authorized representative or employee of SSS Co. is present. Should SSS Co. determine that said crates were opened in the absence of a SSS Co. authorized representative or employee, Purchaser shall be liable for any and all damage to the Goods contained therein, not otherwise deemed the result of shipping or transportation.

Purchaser shall examine all Goods promptly upon uncrating, as indicated above. Within ten (10) days of such examination, Purchaser shall notify SSS Co. in writing of any complaint which Purchaser may have concerning the Goods delivered hereunder, including but not limited to any claimed shortages, defects, quality problems, or delivery errors. If no notice is received from Purchaser within ten (10) days of examination at uncrating, the Goods delivered hereunder shall be deemed unqualifiedly and irrevocably accepted by the Purchaser as of the date of delivery and Purchaser shall be conclusively presumed to have waived all such claims and complaints, except as permitted by SSS Co.'s express warranty.

Section 1.7 Move in and facilities installation

Purchaser shall assume all responsibility and liability for any and all damages resulting during the transportation and relocation of the Goods into Purchaser's facility during installation. Once the parties agree that the facilities installation is complete, a SSS Co. Field Service Engineer shall proceed to assemble and test the Goods for performance of the same in accordance with the criteria established in section 12.2. In the event that SSS Co. determines a deficiency in the performance of the Goods pursuant to the criteria established in section 12.2 or that damage to the Goods has directly resulted from the assembly and testing by a SSS Co. Field Service Engineer, Purchaser agrees to provide SSS Co. with a reasonable amount of time to cure and/or repair any such deficiency or damage thereto. In the event that SSS Co. determines performance deficiency and/or damage to Goods has resulted from processes under Purchaser's control, whether directly or indirectly, Purchaser agrees to pay for parts and labor to repair said damage and extends SSS Co. start-up time on a day for day extension for any and all time lost as a result. In the event that said performance deficiency and/or damage renders the Goods unsalvageable for the purpose for which it was intended and resulted from processes under Purchaser's control, whether directly or indirectly, the parties agree that said Goods shall immediately become the sole property of Purchaser, SSS Co. shall retain any and all monies paid to date, and any balance shall become immediately due.

#### Section 1.8 Start-Up of Systems

Purchaser shall provide all support staff and equipment necessary for start-up of Systems supplied hereunder or shall arrange with SSS Co. in advance of shipment for the attendance of a SSS Co. Field Service Engineer(s). Purchaser shall affect start-up within thirty (30) days of receipt of a System. Costs resulting from any delays in the start-up due to lack of preparedness by Purchaser shall be billed at standard rates provided by SSS Co.'s Field Service Policy at such time. If start-up of the System is done by anyone other than SSS Co. personnel, the warranty indicated herein shall be rendered null and void.

#### Section 1.9 Force Majeure

SSS Co. shall not be liable for any loss or damage as a result of any failure to perform or any delay in delivery or equipment start-up (if required) due to any cause beyond SSS Co.'s control, including but not limited to, acts of God, acts of Purchaser, fire, theft, accident, flood, war, sabotage, slowdown, strikes, or other labor difficulties, riot, embargo, government act, regulation, rule, ordinance or request or inability to obtain necessary labor, materials, manufacturing facilities, or transportation. In the event of any such contingency, the date of performance or delivery shall be extended by a period equal to the time lost by the delay. If, due to any such contingency, SSS Co. is unable to supply the total demands for any Product specified hereunder, SSS Co. shall have the right to allocate its available supply among Purchasers and its departments and divisions. SSS Co. shall not make or participate in any shipment which does not conform to the requirements of the U.S. Export Administration Act or any other relevant export-import law or regulation.

#### Section 1.10 Taxes and Other Charges

Any manufacturer's tax, sales tax, use tax, excise tax, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed currently or in the future by any federal, state, or other governmental authority, upon or with respect to the sale, purchase, delivery, shipment, storage, processing, use, or consumption of any of the Products covered hereby, including taxes, fees, or charges upon or measured by the receipts from the sale thereof shall be borne by Purchaser in addition to the prices quoted or invoices. In the event SSS Co. is required to pay any such tax, fee, or charge, Purchaser shall reimburse SSS Co. therefore.

#### Section 1.11 Cancellations for Convenience, Shipment Holds, and Liquidated Damages Therefore

Purchaser may request a delay in delivery for a maximum of ten (10) working days from the contract-scheduled delivery at no charge, and SSS Co. shall proceed with completion of the work. Purchaser's payments shall in such event be due and payable in SSS Co. with the contract scheduled delivery. In the event Purchaser is unable to receive any Product at the time SSS Co. is prepared to make delivery, SSS Co. may, upon notice to Purchaser, giving Purchaser reasonable opportunity to designate a location for storage, deliver such Product and ship it to storage at any suitable location including SSS Co.'s facilities. All costs incurred by SSS Co., including but not limited to preparation for the placement into storage, inspection, insurance, and any taxes shall be borne by Purchaser. SSS Co. will take all reasonable steps to minimize such expenses. When Purchaser is ready to receive the Product, SSS Co. shall arrange, at Purchaser's expense, removal of the Product from storage and shipment of the Product to Purchaser.

Purchaser has the right to cancel this contract for convenience upon prior written notice. A request by Purchaser for delay in delivery beyond ten (10) working days from the contract delivery date shall be deemed to be a cancellation of the contract. Inasmuch as contract cancellation would cause substantial damage to SSS Co. in an amount that would be difficult to ascertain, Purchaser shall pay liquidated damages for cancellation in accordance with the table set forth below.

Unless otherwise stipulated in the quotation, canceled orders shall be subject to cancellation charges as follows:

NOTICE RECEIVED PRIOR TO STIPULATED SHIPPING DATE	PERCENT OF FACE VALUE OF P.O.
FEWER THAN 2 WEEKS	100%
2 – 4	90%
4-6	70%
6-8	50%
8-10	40%
10-12	20%
12 & MORE WEEKS	10%

#### Section 1.12 Disclaimer

Seller makes no claims or guarantees as to process performance or particle performance specifications on the unit outside normal OEM Tier 2 specifications. Seller is not responsible for lost wages, expenses or damages that occur as a result of delay. Seller hereby disclaims all other expressed and implied warranties of merchantability and fitness for a particular use. Purchaser is responsible for all software licensing if required, please contact the OEM for details. The OEM does not endorse or represent any capability of any tools sold by SSS Co.

#### Section 1.13 Limitation of Liability

SSS S CO.'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR ANY EXPENSE, INJURY, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF ANY SERVICE OR THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSPECTION, REPAIR, MAINTENANCE, INSTALLATION, OR USE OF ANY PRODUCT FURNISHED UNDER THIS CONTRACT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE WHICH GIVES RISE TO THE CLAIM IN NO EVENT SHALL SSS CO. BE LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR CONTINGENT DAMAGES, WHETHER OR NOT SSS CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Section 1.14 Patent and Trademark Indemnity

SSS Co. accepts no liability for, and Purchaser shall hold SSS Co. harmless against any expense or loss from infringement of patents, trademarks, or other intellectual property rights of others arising from SSS Co.'s delivery of Products or compliance with Purchaser's design, formulae, processes, specifications, or instructions, or with Purchaser's requirements that a design be produced to perform a specific process.

#### Section 1.15 Start-Up of Systems

Purchaser will provide all support staff and equipment necessary for start-up of Systems supplied hereunder or shall arrange with SSS s Co. in advance of shipment for the attendance of a SSS Co. Field Service Engineer(s). Purchaser shall affect start-up within thirty (30) days of receipt of a System. Costs resulting from any delays in the start-up due to lack of preparedness by Purchaser will be billed at standard rates provided by SSS Co.'s Field Service Policy. If start-up of the system is done by anyone other than SSS Co. personnel, the warranty indicated herein is no longer valid.

#### Section 1.16 Warranty and Returns

SSS Co. warrants to Purchaser that all Products provided by SSS Co. hereunder shall conform to the published specifications and shall be free from defects in material and workmanship when used under normal operating conditions, and that all service provided by SSS Co. shall be performed in a professional manner.

The foregoing warranty shall apply to such period of time and under such conditions as are specified in SSS Co.'s standard warranty for such Product as designated in the quotation. If not otherwise specified, the warranty for Systems shall apply for ninety (90) days from the date of Tier I completion. The warranty provided hereunder shall not include parts or materials which SSS Co. considers as consumables under normal operating conditions. During this warranty period, Purchaser shall perform all monthly preventative maintenance checks prescribed in the relevant Original Equipment Manufacturer's equipment manual.

The foregoing warranty for spare parts shall apply for a period of thirty (30) days from the date of delivery of the spare parts by SSS Co. The warranty granted hereby shall not include spare parts, which SSS Co. considers as consumables under normal operating conditions.

The foregoing warranty for service shall apply for a period of thirty (30) days from performance of the service.

THE FOREGOING WARRANTIES ARE EXCLUSIVE OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If any Product delivered hereunder does not meet the above warranty, Purchaser shall promptly notify SSS Co. and make the product available for correction. SSS Co. shall, during its normal business hours, correct any defect at its option either by repairing or replacing any defective part of, if

other remedies fail, by replacing the Product. If a spare part delivered hereunder does not meet the above warranty, Purchaser shall promptly advise SSS Co. and, upon obtaining a SSS Co. Return Material Authorization, ship the defective spare part to SSS Co. If the service provided hereunder does not meet the above warranty, Purchaser shall promptly notify SSS Co., and make the affected Product available for correction. SSS Co. shall, during its normal business hours, correct any defect by reperforming the service.

All returned Products must be accompanied by a SSS Co. Return Material Authorization signed by an authorized representative of SSS Co.. SSS Co. is under no obligation to accept, inspect, replace, or repair unauthorized shipments, and Purchaser shall bear all expenses incurred by such unauthorized shipments to SSS Co.. Unless specifically noted otherwise in writing, return of Products constitutes Purchaser's authorization for SSS Co. to repair said Products and to invoice Purchaser for any and all reasonable costs of repair, labor, parts, and freight on items not covered by the terms of this warranty. Such authorization includes charges for handling of returned items found not defective, including a fifteen percent (15%) restocking charge for spare parts. Purchaser shall bear the risk of loss or damage during transit of Products whether or not the Product meets warranty requirements. Any parts replaced shall become the property of SSS Co.

SSS Co. shall not be obligated to repair or replace any Product rendered defective, in whole or in part, by external causes, such as but not limited to catastrophe, power failure or transients, over-voltage on interface, environmental extremes, or improper use, maintenance, or application.

SSS Co.'s liability arising from the sale or use of Products or service shall be limited to the cost of correcting defects, as provided herein, or the price allocable to the Product or part thereof which gives rise to the claim, or the amount of purchase order, whichever is least. All such liabilities will terminate upon expiration of the warranty period.

THE FOREGOING CONSTITUTES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR SSS CO.'S FURNISHING OF NONCONFORMING OR DEFECTIVE PRODUCTS OR SERVICE, AND SSS CO. SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES BY REASON OF THE FACT THAT SUCH PRODUCTS SHALL HAVE BEEN NONCONFORMING OR DEFECTIVE.

#### Section 1.17 Indemnifications

In the event any of the Products furnished hereunder is subjected to, or a claimed defect arises, as a result of accident, misuse, neglect, alteration, failure to install or removal of safety devices provided or required by the Original Equipment Manufacturer, unauthorized relocation, or improper repair or maintenance or is installed, maintained, or used contrary to SSS Co.'s printed warnings, instructions or recommendations,

PURCHASER AGREES TO DEFEND, PROTECT, INDEMNIFY, AND HOLD SSS CO. HARMLESS FROM AND AGAINST ALL CLAIMS OF ANY KIND, WHETHER BASED IN CONTRACT, IN TORT INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE FOR ANY LOSSES, EXPENSES, DAMAGES, AND LIABILITIES, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL WHICH MAY RISE OUT OF THE USE OF PRODUCTS EXCEPT THOSE CAUSED SOLELY BY DEFECTS IN MATERIALS OR WORKMANSHIP OR BY THE SOLE NEGLIGENCE OF SSS CO.

#### Section 1.18 No Assignments

Purchaser shall not assign its rights hereunder.

#### Section 1.19 Texas Law and Disputes

The agreement hereunder shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Any action based on this contract must be commenced within one (1) year after the cause of action arises.