

SCHUNK GRAPHITE TECHNOLOGY, LLC.

TERMS AND CONDITIONS

1. **General.** These terms and conditions govern all sales by Schunk Graphite Technology, LLC. ("SGT"). No addition to or any modification of any of these terms and conditions as they appear herein shall be binding upon SGT. unless signed in writing by a duly authorized representative of SGT.
2. **Orders.** All orders received are subject to acceptance by an authorized representative of SGT.
3. **Payment Terms.** Payment is due within 30 days from the date of the invoice, unless otherwise agreed to in writing by SGT. In the event of late payment or nonpayment, SGT shall be entitled to recover from Buyer interest on the unpaid balance at the highest lawful rate, plus the costs of collection, including attorneys' fees.
4. **Prices and Shipment.** All prices are in U.S. Dollars unless otherwise specified. All prices and deliveries are F.O.B. shipping point, excluding packing, unless otherwise agreed to in writing by SGT. Risk of loss or damage shall pass to Buyer upon delivery to transporting carrier.
5. **Delivery, Loss, Delay.** Delivery dates specified in orders and quotations are approximate. SGT shall not be liable for loss, damage, delays or nondelivery due to causes beyond its reasonable control including but not limited to acts of God, acts of any governmental authority or Buyer, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot, delays in transportation, breakdown of essential machinery, or material shortages. In the event of delay for any such reason, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event SGT is unable to perform for any of the foregoing reasons, SGT may (at its option) cancel the order without liability.
6. **Cancellation.** Buyer cannot cancel orders placed with SGT, except with SGT's express written consent and on terms acceptable to SGT. In the event of an unauthorized cancellation, Buyer shall be liable to SGT for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred in preparing to perform or in performing the work, tooling, equipment and material costs, cancellation charges of SGT's suppliers, and lost profits.
7. **Limited Warranty.** SGT warrants to Buyer (and only to Buyer) that the products purchased will be free from defects in material and workmanship and shall possess the characteristics represented in writing by SGT. This warranty shall only apply to such defects appearing within 90 days from the date of SGT's invoice. In the event of occurrence of a defect covered by this limited warranty, as Buyer's sole and exclusive remedy, SGT agrees that it will, at its option, (a) replace the product, (b) repair or modify the product or (c) issue a credit for the defective product. Rights under this warranty are available only if SGT is notified promptly (and in no event later than 120 days after the date of SGT's invoice) in writing of the alleged defect. SGT shall have no liability hereunder if the defect was due to misuse, improper installation, improper operation, improper maintenance, alteration, modification or accident. SGT shall have no liability for any costs associated with rejected products (such as sorting or other costs) unless expressly agreed in writing.

THE ABOVE-STATED LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY DEFECTS IN THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** SGT SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PENALTIES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST USE OR LOST PRODUCTION).
9. **GOVERNING LAW AND VENUE.** The law of the state of Wisconsin shall govern the validity, interpretation and enforcement of this order. Venue for any action relating to the order shall be proper in Waukesha County, Wisconsin, the location of SGT's principal place of business.