

Maximum Industries, Inc.

Quotation Terms and Conditions

STANDARD MANUFACTURING TERMS

ACCEPTING A QUOTE FOR THE MANUFACTURING OF A PART CONSTITUTES THE ACCEPTANCE OF THE MANUFACTURING AGREEMENT BY THE PURCHASER WITH MAXIMUM INDUSTRIES.

The following terms are the "Manufacturing Agreement" and apply between Maximum Industries and a Purchaser with respect to any Order in the absence of Custom Manufacturing Terms.

A. Shipment Estimates. Quotes will contain an estimated date of shipment, calculated on the basis of the input data. The term of delivery generated by the online ordering system gives a preliminary indication of planned date of shipment though does not bind Maximum Industries in any way. The estimated shipment date is based on the working conditions applicable at the time the Order is concluded and on the punctual delivery of the materials ordered by Maximum Industries for the performance of the work. Should a delay arise for which Maximum Industries is not responsible, as a result of a change in the aforementioned working conditions or because materials ordered in time for the performance of the work are not delivered on time, the shipment date shall be extended as required and Maximum Industries will not be liable for such delay.

B. Risk of Loss. Unless otherwise agreed, all sales of Parts shall be ex-works (Incoterms 2000). In the event that Purchaser requires delivery of the Parts otherwise than ex-works, Purchaser must contact Maximum Industries in order to detail its requirements. Maximum Industries, in its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport and any special packing requirements. Maximum Industries reserves the right to vary the mode of transport if any regulations or other relevant considerations so require. All costs, taxes, duties and charges related to fulfilling any of Purchaser's requests under this provision, shall be paid by Purchaser, unless otherwise agreed by both parties.

C. Limited Warranty; Remedy. Maximum Industries represents and warrants to the Purchaser (and not to any third party) that for a period of ten (10) business days following the delivery of the Part (the "Warranty Period"), that the Part shall conform to the Specifications for such Part. Maximum Industries' entire liability and Purchaser's exclusive remedies under this warranty shall be as follows: In the event Purchaser notifies Maximum Industries during the Warranty Period that the Part fails to comply with the applicable Specifications in all material respects, Maximum Industries will, as Purchaser's sole and exclusive remedy, at Maximum Industries' option either: (1) provide Purchaser a replacement Part that conforms to the Specifications or (2) refund the amount paid by Purchaser for the affected Part in exchange for the return of the non-conforming Parts at Maximum Industries' sole cost and expense. No returns will be accepted by Maximum Industries unless Purchaser has notified Maximum Industries within the Warranty Period. If Purchaser fails to contact Maximum Industries within the Warranty Period, Fabricator shall have no further obligations with respect to such Part.

D. AS IS; DISCLAIMER. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE PARTS PROVIDED UNDER STANDARD MANUFACTURING TERMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. MAXIMUM INDUSTRIES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND RELATING TO THE PARTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PURCHASER FROM FABRICATOR OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL PURCHASERS.

E. Indemnification. Purchaser agrees to indemnify and hold harmless Maximum Industries and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by Purchaser of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim that a Part manufactured by Maximum Industries pursuant to an order hereunder violates any law, regulation or ordinance; (iii) arising out of a claim with respect to the Part (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Part; or (iv) arising out of any claim that any Specification, or Part made in compliance with the Specification, or the manufacturing of the Part, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

F. Disclaimer of Certain Damages. FABRICATOR SHALL NOT IN ANY EVENT BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, OR ELECTRONICALLY TRANSMITTED ORDERS OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE, WHETHER OR NOT FABRICATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THE PARTS, OR THE FAILURE TO PROVIDE THE PARTS IN COMPLIANCE WITH THE STANDARD MANUFACTURING TERMS; (2) THESE STANDARD MANUFACTURING TERMS; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED UNDER THE STANDARD MANUFACTURING TERMS; OR (4) ANY OTHER MATTER RELATED TO THE PARTS OR STANDARD

MANUFACTURING TERMS, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

G. Cap on Liability. UNDER NO CIRCUMSTANCES WILL FABRICATOR BE LIABLE TO PURCHASER FOR MORE THAN THE GREATER OF (I) THE AMOUNT PAID BY PURCHASER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY HEREUNDER, OR (II) ONE HUNDRED DOLLARS (\$100). CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO PURCHASER, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER, AND PURCHASER MIGHT HAVE ADDITIONAL RIGHTS.