

Customer Terms & Conditions

Accepting this quote for the manufacturing, services, tooling, sourcing or assembly of a part or assembly, constitutes the acceptance of the terms and conditions set forth in by the PURCHASER with the FABRICATOR known as (EPTAM Precision Solutions, EPTAM Plastics, EPTAM Metals, EPTAM Molding or EPTAM Plastics, Ltd., Medconnection, LLC., EPTAM West, LLC., Micro Molding, Inc.) referenced as “FABRICATOR” henceforth. The following terms apply between a Fabricator and a Purchaser with respect to any Order in the absence of Custom Manufacturing Terms. In the event of a conflict between these Terms & Conditions and Custom Manufacturing Terms or separate Manufacturing Agreement, these terms shall control.

A. Payment Terms: Payment terms are net thirty (30) days from the date of invoice. Payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance of any amount then passed due. All prices are in United States dollars.

B. 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 Fabricator’s scheduling systems, provides a preliminary good faith, non-binding estimate of a planned date of shipment. The estimated shipment date is based on certain assumptions made by the Fabricator in good faith, including, the working conditions applicable at the time the Order is concluded and the punctual delivery of the materials ordered by Fabricator for the performance of the work. Should a delay occur beyond the control of Fabricator the shipment date shall be appropriately extended as required and Fabricator will not liable for such delay. In the event that Purchaser identifies a problem or issue with a Part, Purchaser shall issue an engineering change request, specifying in detail the necessity and feasibility of the change, the identification of parts, components and documentation that might be affected, and an estimate of additional costs. Upon approval of the engineering change request, the parties shall generate an engineering change order in form and substance satisfactory to the parties, following which an engineering change notice shall be issued.

C. Risk of Loss: Unless otherwise agreed, all sales of Parts shall be FOB shipping point. Risk of loss passes to Purchaser at the point of shipment. In the event that Purchaser requires delivery of the Parts other than FOB shipping point, Purchaser must contact

Fabricator in order to detail its requirements. Fabricator, in its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport and any special packaging requirements. Fabricator 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. The Purchaser shall pay all transportation costs and bear all risk for bringing the goods to their final destination.

D. Limited Warranty; Remedy: Fabricator represents and warrants to the Purchaser (and not to any third party) that for a period of ninety (90) days following the delivery of the Part (the "Warranty Period"), that the Part shall conform to the Specifications for such Part and shall be free from defects in workmanship. Fabricator's entire liability and Purchaser's exclusive remedies under this warranty shall be as follows: In the event Purchaser notifies Fabricator during the Warranty Period that the Part fails to comply with the applicable Specifications, Fabricator will, as Purchaser's sole and exclusive remedy, at Fabricator's option either:

1. Provide Purchaser a replacement Part that conforms to the Specifications
2. Refund the amount paid by Purchaser for the affected Part in exchange for the return of the non-conforming Parts at Fabricator's sole cost and expense.
3. Rework Part to conform to the Specification. Assumes there is an agreed upon and approved rework process.

No returns will be accepted by Fabricator unless Purchaser has notified Fabricator in writing specifying the nature of the breach within the Warranty Period, and Fabricator has issued Purchaser a R.M.A. (returned material authorization). If Purchaser fails to contact Fabricator within the Warranty Period, Fabricator shall have no further obligations with respect to such part. Except as expressly otherwise provided herein, the Parts are provided "as is", and Fabricator does not offer any other warranty and does not warrant the performance, safety, or such other characteristics of the Parts in combination with other materials. Fabricator specifically DOES NOT warrant Part for any intended or unintended uses (whether or not foreseeable); for compatibility or suitability with other components or compatibility with any methods of manufacture. THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM NON-INFRINGEMENT. To the extent that Fabricator's suppliers provide any representations and warranties with respect to the materials

comprising the Parts, Fabricator, to the extent legally permissible, shall pass the benefit of such representations and warranties to Purchaser and its customers; provided that Fabricator shall have no liability in connection with such materials or its supplier's failure to honor such representations and warranties.

E. Cancellation: Any purchase order for the Parts may not be cancelled for any reason, in whole or in part, without Fabricator's prior written approval. In the event a cancellation is approved by Fabricator then, unless otherwise agreed, Purchaser shall pay Fabricator:

1. All costs, expenses and shipping charges Fabricator incurred in relation to the order before Fabricator received the cancellation request
2. A cancellation charge equal to 25% of the invoice price of any goods cancelled from the order
3. Purchaser is responsible for disposition, storage cost or shipping for any Purchaser owned tooling or materials

F. Proper Use of Products: Purchaser is solely responsible for determining the suitability of Parts for the intended use. Purchaser acknowledges and agrees that Fabricator has had no role in determining the suitability of Parts or for any purpose intended by Purchaser.

G. Intellectual Property and Inventions: All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Fabricator creates or develops in the course of Fabricator's design, development or manufacture of the goods or performance of the services and all drawings and specifications that Fabricator provides to Purchaser ("Intellectual Property") shall be Fabricator's sole property, and Purchaser assigns, and agrees to assign, to Fabricator all right, title and interest that Purchaser now has or in the future acquires in the Intellectual Property. Purchaser shall not disclose or use any of the Intellectual Property or any information about Fabricator's business, operations, or activities, except to the extent necessary for Purchaser to use the goods or services. Purchaser will not attempt to reverse engineer any Product or component thereof or to otherwise misappropriate, circumvent or violate any of Fabricator's intellectual property rights.

H. Indemnification: Purchaser agrees to indemnify and hold harmless Fabricator 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 arising out of:

1. Any breach by Purchaser of any undertaking, warranty, representation, or

agreement contained herein

2. A claim that a Part manufactured by the Fabricator pursuant to an order hereunder violates any law, regulation, or ordinance, including any environmental laws
3. 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
4. Any claim that any Specification, or Part made in compliance with the Specification, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

I. 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.

J. Cap on Liability: Under no circumstances will Fabricator be liable to Purchaser for more than the amount paid for the Part giving rise to the claim, not to exceed the lesser of the aggregate amount paid by Purchaser to Fabricator in the three (3) months immediately preceding the date of the claim or \$1 million dollars.

K. Governing Law: New Hampshire law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between Fabricator and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state or federal court in New Hampshire.

L. Waiver of Jury Trial; Binding Arbitration: The parties hereto expressly waive the right any may have to trial by jury. Any dispute, claim, or controversy arising out of or relating to this Agreement, shall be determined and resolved upon the demand of either party by final and binding arbitration before single arbitrator in Concord, New Hampshire. The arbitration and the selection of the arbitrator shall be administered by JAMS (formerly known as Judicial Arbitration and Mediation Services) pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall have the right to award attorney's fees and costs of arbitration (including arbitrator's fees and JAMS' arbitration costs) to the

prevailing party. Judgment on any award may be entered in any court having jurisdiction. The provisions of this Section shall not preclude any party from seeking equitable remedies, including specific performance, from a court of appropriate jurisdiction.

M. Fabricator's Workmanship Standard: Fabricator represents the Parts and services provided will be in accordance with the industry's best practices. The Parts provided hereunder shall be constructed in a skillful and workmanlike manner in accordance with generally accepted standards and practices for the industry. In the absence of Part specific Purchaser supplied workmanship standards, Fabricator's Workmanship Standards shall apply.