

**ALOM TECHNOLOGIES CORPORATION STANDARD TERMS AND CONDITIONS  
FOR PURCHASE OF GOODS AND SERVICES**

1. **ACCEPTANCE:** These terms and conditions are a part of the Order and shall exclusively govern the entire legal relationship of Buyer and Seller. Seller accepts these terms and conditions as binding upon the earlier of acceptance of the order or upon commencement of performance pursuant to the Order. Any provision or condition which Seller applies by acknowledgment hereof which is in any way inconsistent with or in addition to those terms and conditions shall not be binding upon Buyer unless explicitly accepted in writing by Buyer. Buyer's failure to object to provisions contained in any communication from Seller shall not be considered a waiver of the provisions hereof. If Seller objects to any terms herein or of any Order such objection must be made in writing and sent to Buyer within 5 days of order date, and in no event no later than the date of commencement of performance pursuant to the Order.
2. **ORDERS AND PRICES:** All prices are in U.S. Dollars and shall include all applicable federal, state and local taxes and charges of any kind in effect on the date of the Order. Seller shall not produce any Products or provide any Services unless such items are clearly stated in Buyer's Order along with their respective quantities, prices and any related additional charges. BUYER SHALL NOT BE RESPONSIBLE FOR ANY CHARGES RELATED TO QUANTITY INCREASES, PRICE INCREASES OR ANY OTHER ADDITIONAL CHARGES THAT ARE NOT EXPRESSLY STATED IN THE ORIGINAL ORDER OR ANY SUBSEQUENT WRITTEN CHANGE TO THE ORDER.
3. **PAYMENT TERMS:** Payment terms shall be Net 45 days from receipt of an accurate and undisputed invoice in accordance with section 5 below. Buyer shall not be liable for any late payment charges unless specifically agreed to in writing.
4. **INVOICES:** Invoices shall be submitted promptly following shipment of any Product or Service, and shall include a valid purchase order number. The payment of invoices shall not constitute acceptance of Products or Services and shall be subject to adjustment for errors, shortages or defects in Products or Services or other failures of Seller to meet the requirements of these terms and conditions and related Order.
5. **DELIVERY, TITLE AND RISK OF LOSS:** (a) All shipment terms shall be FOB Destination whereby Seller shall retain risk of loss until delivered to the specified Order destination. Freight charges and related duties, taxes and insurance shall be paid by Seller. (b) All Products and Services delivered shall be subject to final inspection by Buyer. Buyer has the right, at its option, to reject any nonconforming Product or Service, or require its correction. Any Product or Service so rejected or required to be corrected shall be replaced or corrected by and at the expense of Seller promptly after notice. (c) Title shall pass to Buyer at the time of final inspection and acceptance by Buyer.
6. **WARRANTY:** Seller expressly warrants that all Products and Services ordered will conform to the specifications, drawings or other descriptions set out in the Order or furnished by Buyer and will be of marketable quality, good workmanship, fit for the purpose intended, free from all defects in design, workmanship, material and manufacture and free of any lien, encumbrance or other defect in title. Seller warrants that the manufacture or sale of such Products or Services shall not infringe upon any third parties personal, contractual or proprietary rights, including patent, trade name, trademark, copyright, or trade secret rights. If the Product or Service is software, Seller additionally warrants that such software does not contain any viruses, Trojan horses, time bombs or other intentionally destructive or disabling devices and that the medium on which the software is recorded is free from defects in materials and workmanship. These warranties shall survive any inspection, delivery, testing, acceptance or payment by Buyer, its affiliates, its successor, assigns, customers, including users of the goods, and shall be in addition to any other warranties made by Seller or applicable by law.
7. **INDEMNITY:** Seller agrees to indemnify and hold harmless Buyer from and against any and all expense, liability, damage, judgment, cost and loss, including attorney's fees, with respect to any claims, demands, suits or similar actions mad upon Buyer arising from (a) any bodily injury, death or property damage, when such claim or action is based in whole or in part upon the negligence, fault, acts or omissions of Seller or any of its agents

or employees, (b) alleged infringement because of the manufacture or sale of Products or Services, of any valid patent, trademark, copyright, other trade secret, personal, contractual or proprietary right, or (c) breach of any warranty given by Seller.

8. **INSURANCE:** Seller warrants to Buyer that Seller carries adequate insurance to cover any liabilities described by any warranties of Seller such as workers' compensation, general and contractual liability insurance necessary to fulfill its obligations hereunder, and upon request shall furnish evidence thereof to Buyer.
9. **TERMINATION:** (a) Buyer may, by written notice, terminate any Order in whole or in part (i) for convenience, upon reasonable notice (ii) if Seller fails to deliver Products or Services at the times scheduled (iii) to replace or correct defective Products or Services in accordance with the Order (iv) to comply with any of the other provisions herein or of an Order (v) in the event that Seller becomes insolvent, admits in writing its inability to pay its debts as they mature, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or has a petition under any bankruptcy laws filed against it. (b) In the event of termination other than for Buyer's convenience, Buyer may procure from another supplier upon such terms and in such manner as Buyer may deem appropriate Products or Services substantially similar to those for which the Order was terminated, and Seller shall be liable to Buyer for any excess expenses incident to such procurement.
10. **COMPLIANCE WITH LAWS AND GOVERNMENT ORDERS:** Seller warrants that Seller is in compliance with any applicable laws, regulations and orders applicable at the place of manufacture, the designated destination and any country indicated in the Order as country of destination of the Products or Services, including but not limited to US export control laws, the US Foreign Corrupt Practices Act, equal employment provisions and health and safety regulations. Seller further specifically warrants that it and its employees shall comply at all times with their obligations under any applicable legislation on data protection, privacy and IT security. Seller shall take all appropriate technical and organizational measures to protect

personal data against unauthorized or unlawful use or accidental destruction of, or damage to the personal data.

11. **REMEDIES AND LIMITATION OF LIABILITY:** Any remedies stated herein are in addition to all other remedies which Buyer may have at law or in equity. In the event of a breach by Buyer of its obligations hereunder, Seller's remedy shall be limited to monetary damages in the amount not to exceed the price of the Products or Services set forth in the relevant Order. IN NO EVENT SHALL BUYER BE LIABLE FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. **GENERAL PROVISIONS:** (a) These terms and conditions and any written agreement along with the Order constitute the entire agreement of the Parties and supersede all prior communications, representations or agreement with respect to the subject matter hereof. (b) Buyer's failure to enforce any of the provisions herein or in an Order, or to require performance by Seller at any time of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of an Order (c) The invalidity in whole or in part of any provision herein or of an Order shall not affect the validity of any other provision. (d) Buyer and Seller agree that these terms and conditions and all Orders will be governed by the laws of California and Alameda County. (e) Should it be necessary to initiate legal proceedings to enforce any provision hereof or of an Order, the prevailing Party shall, in addition to all other rights at law, be entitled to recovery of reasonable attorney fees.
13. **C-TPAT Security Procedures:** To the extent that goods will be transported into the United States, Supplier represents that either (a) it is C-TPAT-certified by U.S. Customs & Border Protection, and will maintain that certification throughout the term of this Agreement, or (b) it will comply with the C-TPAT (Customs-Trade Partnership Against Terrorism) security procedures that may be found on the Customs website at [www.cbp.gov](http://www.cbp.gov) <<http://www.cbp.gov>> (or such other website that the C-TPAT security procedures may be moved to by the U.S. Government).

14. **FCPA:** Supplier shall ensure that Supplier Personnel fully comply with the United States Foreign Corrupt Practices Act (“FCPA”) and all anti-corruption laws in all countries in which the Services are performed, and all rules, regulations, orders or directives promulgated thereunder. Supplier and Supplier Personnel shall not attempt to influence any third party or government official through bribes, payoffs, political contributions or kickbacks and shall not maintain slush funds or make payments to give anything of value in any manner that would imply that such illegal payments are made.
15. **EXPORT CONTROL:** Both parties agree that it will not export, re-export, directly or indirectly, any United States-origin commodities, technology/technical data or any direct product of technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the Bureau of Industry and Security’s Export Administration Regulations and the regulations of the Treasury Department’s Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce’s Table of Denial Orders or Entities list, or U.S. Treasury Department’s list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.
16. **ORDERS FOR PRODUCTS/SERVICES:** The following terms and conditions shall apply to all Orders: EACH ORDER MUST SPECIFICALLY STATE WHETHER OVERAGES OR SHORTAGES ARE ALLOWED. If an Order has no specific statement regarding overages or shortages, then NO OVERAGES WILL BE ACCEPTED OR PAID FOR BY BUYER AND SHORTAGES MUST BE COMPLETED BY SELLER. (b) Seller acknowledges receipt of Buyer’s Quality,

Receiving and DOCK-TO-STOCK Policies and Procedures and agrees to comply with all related requirements of these policies.

17. **NON-DISCLOSURE:** SUPPLIER covenants and agrees that it will not, at any time, reveal, divulge, or make known to any person, firm, corporation, or other entity any confidential business information of COMPANY received, whether during the course of or prior to its work consultation with COMPANY. All proprietary and confidential business information of COMPANY shall be kept confidential. SUPPLIER shall not publish, communicate, divulge, disclose or use such information for any purpose not authorized by COMPANY, nor make copies or disclose in any manner such information to anyone outside the COMPANY without prior written consent of COMPANY. SUPPLIER will return any documents containing confidential business information to COMPANY on request.

For purposes of this Agreement the term “confidential business information of COMPANY” shall mean all business records and files, financial data and budgetary information, income receipts, customer lists, information regarding customers, facilities, suppliers, computer products including hardware and software designs, and trade secrets of COMPANY; provided, however, that the term “confidential business information of COMPANY” does not include any material or information regarding the business or operations of COMPANY which has been, or may hereafter be, acquired by SUPPLIER from any third person not under a binder of secrecy to COMPANY, or which has been made public by COMPANY.

Enforcement. SUPPLIER acknowledges that money damages would not reasonably or adequately compensate COMPANY for a breach of this Agreement. Accordingly, SUPPLIER consents to the COMPANY’s right to seek injunctive relief to prevent the breach of this Agreement, in addition to the right to recover damages or pursue any other remedy permitted by law.

Survival. The non-disclosure obligations contained in this Agreement shall survive and be binding upon SUPPLIER for a period of five (5) years from the last date upon which SUPPLIER provides products or renders services to COMPANY.

Attorney's Fees. In any legal action or arbitration proceeding brought to interpret or enforce this Agreement, the prevailing party therein shall be entitled to recover reasonable attorney's fees incurred in said action or proceeding, in addition to any other relief to which the party may be entitled.

Governing Law. This Agreement shall be construed under and in accordance with the laws of California, and each party submits to the jurisdiction of the appropriate court of the State of California as may be required to interpret or enforce the Agreement.