

STANDARD TERMS AND CONDITIONS OF SALE

Bongard Machines U.S.A., LLC, (“BONGARD MACHINES”) agrees to purchase from vendor (the “Seller”) the certain equipment (the “Equipment”) referenced on BONGARD MACHINES’ purchase order (the “P.O.”), subject to these standard terms and conditions of sale.

All purchases of Equipment made by BONGARD MACHINES from Seller are subject to the following terms and conditions of sale:

1. ***SALE PRICE.*** The sale price for the Equipment shall be as reflected on the BONGARD MACHINES’ P.O. If there is a discrepancy between the P.O. and the Seller’s invoice and/or quote, the P.O. shall control unless otherwise agreed between BONGARD MACHINES and the Seller in writing signed by both parties. All shipping expenses of the Equipment shall be the responsibility of the Seller and are excluded from the sale price unless otherwise indicated on the BONGARD MACHINES’ P.O.
2. ***TAXES.*** The sale price includes any sales, use, excise, property, or similar taxes arising out of or relating to the sale or use of the Equipment. Seller shall indemnify and hold BONGARD MACHINES free and harmless from and against the imposition and payment of such taxes, whether or not they are stated in any invoice for Equipment sold.
3. ***PAYMENT TERMS.*** Unless otherwise stated on the quote, all payments are due within thirty (30) days from the date of invoice. Any other payment schedule must be confirmed in writing before the Equipment is delivered.
4. ***ORDER ACCEPTANCE.*** If the terms and conditions in Seller's quote or invoice, or any other of Seller's oral or written communications, are inconsistent with the terms and conditions contained herein, these terms and conditions shall control. Printed material on Seller's forms shall not constitute a sufficient writing to modify these terms and conditions. No addition to or modification of these terms and conditions shall be binding upon BONGARD MACHINES unless specifically agreed to by a duly authorized BONGARD MACHINES’ representative in writing. In the event of any conflict between these terms and conditions and those submitted by Seller, these terms and conditions shall prevail.
5. ***DELIVERY.*** Seller shall exert its best efforts to cause the Equipment to be shipped and delivered in accordance with the terms and provisions of any such P.O. issued by BONGARD MACHINES. Seller shall assume liability for any loss or damage whatsoever, including loss of income and/or profits, incidental, special, or consequential damages resulting from the delayed shipment and delivery of the Equipment for any reason whatsoever.
6. ***RISK OF LOSS.*** Upon the delivery by Seller to BONGARD MACHINES’ place of business, risk of loss shall pass to BONGARD MACHINES. BONGARD

MACHINES shall not be responsible for payment of any Equipment that is damaged or destroyed during shipment.

7. ***OWNERSHIP OF INTELLECTUAL PROPERTY.*** All drawings, designs, specifications, manuals, programs, and prices furnished to Seller by BONGARD MACHINES shall remain the confidential and proprietary property of BONGARD MACHINES. All such information, except as may be found in the public domain, shall be held in strict confidence by Seller and shall not be disclosed by Seller to any third parties. Copyright in all material made available by BONGARD MACHINES shall remain in BONGARD MACHINES at all times.
8. ***WARRANTY SPECIFICATIONS.*** Seller warrants that the Equipment will be in exact accordance with this P.O. and any other description or specification furnished to Seller by BONGARD MACHINES, will be free from defects in material and/or workmanship, will be merchantable, and will be fit for the particular purpose for which the Equipment is intended. Such warranty shall survive delivery, and shall not be deemed waived, either by reason of BONGARD MACHINES' acceptance of or by payment for the Equipment.
9. ***STATUTORY COMPLIANCE.*** Seller warrants that the Equipment will be manufactured, sold and priced in accordance with all federal, state and local laws and regulations. Seller further warrants that no portion of the Equipment, when delivered to BONGARD MACHINES, will be adulterated or misbranded within the meaning of any applicable federal or state law or regulation, nor will any portion of the Equipment be an item that may not be introduced into interstate commerce under the provisions of any federal, state or local law or regulation.
10. ***INSPECTION AND ACCEPTANCE; CANCELLATION OF ENTIRE CONTRACT.*** All Equipment shall be received subject to BONGARD MACHINES' right of inspection and rejection. BONGARD MACHINES shall have the opportunity to conduct tests to determine if the Equipment conform to the specifications of the P.O.. Use of a portion of the Equipment for testing shall not constitute an acceptance of the Equipment. Any portion of the Equipment which is defective or otherwise not in accordance with BONGARD MACHINES' specifications will be held for Seller's instructions at Seller's risk, and if Seller so directs, will be returned at Seller's expense. BONGARD MACHINES may charge to Seller all expenses for handling or storing any defective Equipment. Payment for Equipment prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims BONGARD MACHINES may have against Seller. BONGARD MACHINES reserves the right to cancel all or any part of the undelivered portion of the Equipment if Seller does not make deliveries as specified, time being of the essence of the P.O., or if Seller breaches any of the terms hereof.
11. ***INDEMNIFICATION.*** Seller hereby covenants and agrees to indemnify, defend and hold harmless BONGARD MACHINES, its successors, assigns, customers, users of its products, agents and employees against any claim, demand or expense (including, without limitation, direct, indirect and consequential damages and

reasonable attorneys' fees) arising directly or indirectly from (a) Seller's breach of any warranty or obligations contained herein, or (b) the willful actions or negligence of any kind of Seller or anyone hired by Seller which are related in any way to Seller's sale and supply of the Equipment, including, but not limited to, delivery of the Equipment, and (c) any claims made by an employee or agent of Seller while on BONGARD MACHINES' premises or while performing services for BONGARD MACHINES.

12. **DAMAGES; ATTORNEYS' FEES.** Seller expressly accepts liability for any and all consequential losses resulting from Seller's breach of any warranty or obligation contained herein or resulting from Seller's willful actions or negligence of any kind related in any way to Seller's sale of the Equipment, including, without limitation, losses due to damage or destruction to BONGARD MACHINES' products or other property. In addition, Seller hereby agree that Seller shall compensate BONGARD MACHINES for all reasonable attorney's fees incurred in connection with any breach of the P.O. or incurred by BONGARD MACHINES in the enforcement of Seller's obligations under the P.O.
13. **FORCE MAJEURE.** BONGARD MACHINES shall not be responsible for nonperformance or late performance of any part of the contract due to orders, regulations, and/or ordinances by government, act of God, terrorism, war, blockade, insurrection, mobilization, or due to any other causes or circumstances beyond BONGARD MACHINES' control. All sales are subject to export and/or import permits that may be required by any applicable governmental authority. Any costs, expenses and fees associated in obtaining such permits shall be the responsibility of Seller.
14. **REMEDIES.** The remedies provided herein are not exclusive, and BONGARD MACHINES and Seller shall be entitled to any other remedy available at law or equity, including all remedies afforded by the Uniform Commercial Code in effect in the State of Indiana.
15. **GOVERNING LAW AND VENUE.** The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts of the International Sale of Goods. Instead, this Agreement shall be construed in accordance with the laws of the State of Indiana, including the Indiana Uniform Commercial Code. The provisions of this Agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this Agreement without the invalid or unenforceable provision or provisions. The parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the parties shall be in the Indiana or federal courts having subject matter jurisdiction, located in Allen County, Indiana.
16. **MERGER CLAUSES.** The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past

dealings, that are not fully expressed herein. No statement subsequent to the acceptance of the P.O. purporting to modify the same terms and conditions shall be binding unless consented to in writing by a duly authorized officer of BONGARD MACHINES in a document making specific reference to this transaction.

17. ***CONDITIONS NOT WAIVED.*** BONGARD MACHINES' failure to enforce or declare a default or breach with respect to any particular term or condition listed in this Agreement shall not constitute a waiver of BONGARD MACHINES' right to enforce or be protected by any other terms or conditions or, on a subsequent occasion, that particular term or condition.