



SALES TERMS AND CONDITIONS

These Terms and Conditions govern the sale and use of metal powder produced by Uniformity Labs and the provision of research data, development data, test samples including parts or assemblies and related data, powder samples, software and software modules, powder processing information and printer instructions, methods of printing, and other related products (the "Product(s)") delivered to Buyer in accordance with the Uniformity Labs quote, invoice, or other document specifying the Products or referencing these Terms and Conditions (the "Quote"). These Terms and Conditions, together with any explicit terms and conditions contained on the Quote, contain the complete and exclusive agreement between the parties regarding the sale of the Products (the "Terms of Sale"). Such Terms of Sale supersede any and all prior or contemporaneous purchase orders, proposals, negotiations, understandings, agreements and representations between the parties relating to the Products, whether written or oral, excepting (a) any Confidentiality agreements, non-disclosure agreements, test agreements or development agreements, and (b) any material service agreements, distribution agreements, or other such product provision contracts explicitly agreed by mutual drafting, agreement, and signature by Uniformity Labs and the customer.

Acceptance: This Terms of Sale contains terms and conditions applicable to your purchase or use of Products from Uniformity Labs ("Uniformity"). All sales by Uniformity to Buyer of Products specified in the document to which this Terms of Sale is attached will be governed by this Terms of Sale. If the terms and conditions of any offer by Buyer or any other Buyer document differ from those contained in this Terms of Sale, this Terms of Sale's terms and conditions shall control, and any related terms and conditions contained in any Buyer document are hereby rejected. Buyer's failure to dissent to this Terms of Sale in writing within five (5) days of receipt thereof or Buyer's acceptance of the Products, whichever is earlier, shall constitute Buyer's acceptance of these Terms of Sale. No additions to or modification of these Terms of Sale will be effective unless made in writing signed by an officer of Uniformity. No order shall be binding on Uniformity unless and until accepted by Uniformity in writing in its sole discretion.

Pricing and Payment: Buyer agrees to pay to Uniformity the purchase price and license fees (if any specified) for the Products set forth on the face hereof (the "Price"). The Price excludes, and Buyer agrees to pay, all delivery charges, customs and related duties and any applicable local, state or federal taxes, which taxes may appear as a separate item on the invoice to the extent paid by Uniformity for Buyer, unless Buyer provides Uniformity with a valid tax exemption certificate. For Buyers with credit terms, Buyer shall pay Uniformity within thirty (30) days from the date of invoice, unless otherwise agreed in writing by Uniformity. Invoices not paid when due may be subject to a late charge at the lesser of eighteen percent (18%) per annum or the maximum finance charge allowed by law. Prices are exclusive of all federal, state and local, or other government taxes, fees or charges now in force or enacted in the future shipment.

Delivery: Any stated ship date is an approximation only and in no event shall Uniformity be liable for any delay in delivery or assume any liability in connection with shipment. Buyer has the right to cancel an order for a full refund if and only if shipping is delayed by ninety (90) days or more, unless such delay is due to actions taken by or instructions given by Buyer, or to a force beyond Uniformity's reasonable control. In absence of specific shipping instructions, Uniformity will ship by the carrier of its choice. The purchaser agrees to pay all shipping charges FOB or FCA (as specified) according to INCO Terms 2010 from Uniformity's Fremont, CA facility, whether billed by Uniformity or the carrier. Uniformity will ship in containers of its choice, unless special packing and the costs thereof are included in the Quote.

Warranty and Inspection: All Products delivered herein shall be deemed accepted by the Buyer, unless written notice is received by Uniformity within thirty (30) days of receipt of Products at Buyer's designated receiving address, provided that Buyer may only reject Products for failure to meet Products' specification. The Products' specification is expressly limited to that specified in the Quote, and Uniformity warrants that the Products will meet said specification for thirty (30) days after Buyer receipt of Products, provided that Products are stored in original undamaged packing, unopened with original seals, in a cool, dry environment.

Limitation of Liability, Export Controls: In no event shall Uniformity be liable for any consequential, incidental, indirect, special or punitive damages arising out of, or relating in any way to the Terms of Sale or any defect in or failure of the Products, even if Uniformity has been advised of the possibility of such damages, including but not limited to claims based upon loss of use, lost profits, revenue, system interruption, lost production, increased expenses of operation, cost of replacement Products, or claims of Buyer or Buyer's customer, whether or not based on contract, tort (including negligence and strict liability) or otherwise. The export of any Products or other items



acquired hereunder is subject to compliance with the export control laws of the United States and other jurisdictions. Buyer represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges and that any export of any Products or other items acquired from Uniformity will be in full compliance with all applicable United States and foreign export laws, regulations and orders. Buyer shall defend, indemnify and hold Uniformity, and its employees, agents, owners, affiliates and customers, harmless from and against all claims, damages, liabilities, losses and costs (including without limitation, reasonable attorneys' fees) arising from or based upon the shipment (by export or otherwise), use, sale or manufacture, by Uniformity, Buyer or any third party, of any portion of the Products produced, in whole or in part, for Buyer. Uniformity's maximum liability arising under or in any way relating to this Terms of Sale shall not exceed the price Buyer paid Uniformity for the Products that are the subject of the claims upon which such liability is based, and all such liability shall terminate no later than one (1) year from the date of sale of the Products. Uniformity shall not be liable for any third party claims whatsoever.

Cancellations/Returns: (a) Cancellations - Buyer may cancel all or any portion of any order for standard Products within thirty (30) days or more prior to shipment, subject to a cancellation charge of thirty-five percent (35%) of the price for the canceled Products. Buyer may return at its sole cost any standard Products for up to thirty (30) days after receipt, provided the storage and handling conditions specified above in Warrant and Inspection are met. Buyer may not cancel all or any portion of custom Products, nor return any such Products, unless agreed in writing by Uniformity in Uniformity's sole discretion.

Confidentiality/Proprietary Rights: All information transferred in relation to the Products or the Quote, including any analysis (if permitted) of said Products by Buyer and any instructions or information related to printing or otherwise processing said Products, if not in the public domain at the time of transfer, are Confidential Information of Uniformity and may not be made public or shared with any third party. Buyer agrees that Buyer will not use any manufacturing (including 3D printing) processing or other instructions, scan strategies, or software embodying the foregoing or similar transferred by Uniformity except in connection with the processing of material Products sold to Buyer by Uniformity. If a non disclosure agreement or proprietary information agreement is in place between Buyer and Uniformity, the additional restrictions and obligations applying to Confidential Information as defined in that agreement are applicable to the Confidential Information described in these Terms of Sale. Buyer hereby warrants that it shall not reverse engineer or attempt to reverse engineer any Product of Uniformity, and is hereby informed that Uniformity Products may be subject to U.S. and International patents and patents pending. Buyer further acknowledges that its breach of the Confidentiality/Proprietary Rights described in this Terms of Sale may cause irreparable damage to Uniformity and hereby agrees that Uniformity will be entitled to seek injunctive relief under these Terms of sale, as well as such further relief as may be granted by a court of competent jurisdiction.

General: No modification or amendment of these Terms of Sale will be binding on the parties unless made in a written instrument signed by both parties. No waiver of a right in any instance will constitute a waiver of the same or any other right in any other instance. Neither these Terms of Sale nor any of Buyer's rights or obligations under it may be assigned, delegated or otherwise transferred by Buyer without the prior written consent of Uniformity. All notices and other communications hereunder shall be in writing and shall be personally delivered, sent electronically, or mailed by certified mail, return receipt requested and postage prepaid, to the other party at its address set forth on the face hereof. These Terms of Sale will be governed and construed in accordance with the laws of the State of California, without regard to the rules relating to conflicts of laws. Any litigation between the parties concerning these Terms of Sale shall be brought exclusively in Alameda County, California. If any provision of these Terms of Sale is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected.