

1. INTERPRETATION.

1.1 The following definitions apply:

- BUYER: the person, firm or company who purchases Goods from the Company.  
COORSTEK: CoorsTek Limited, Cavendish Way, Southfield Industrial Estate, Glenrothes, Fife, Scotland KY6 2SB.  
CONTRACT: This contract between CoorsTek and Buyer for the sale and purchase of the Goods.  
DELIVERY POINT: the place where delivery of the Goods is to take place under condition 5.  
GOODS: any articles, materials or products agreed in the Contract to be supplied to Buyer by CoorsTek (including any part or parts of them).  
ORDER: means a written or electronic offer, subject to these terms and conditions, placed by Buyer for Goods, which shall form a Contract on acceptance by CoorsTek.  
QUOTATION: A written or electronic offer, subject to these terms and conditions, issued by CoorsTek for the sale of Goods.  
SPECIFICATION: means designs, instructions, and technical or performance requirements for Goods as provided by Buyer to CoorsTek for items purchased herein.

2. APPLICATION OF TERMS AND CONDITIONS.

- 2.1. Subject to any variation under condition 2.2 the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions of Buyer.  
2.2. These conditions apply to all CoorsTek sales and notice is hereby given that any variation to these conditions or representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorized representative of CoorsTek. Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CoorsTek which is not set out in the Contract.  
2.3. Each Order, or acceptance by Buyer of a Quotation, for Goods from CoorsTek shall be deemed an offer by Buyer to buy Goods subject to these conditions.  
2.4. No Order placed by Buyer shall be deemed to be accepted by CoorsTek until a written acknowledgement of the Order is issued by CoorsTek or CoorsTek delivers the Goods to Buyer.  
2.5. Any Quotation is given on the basis that no Contract shall come into existence until CoorsTek dispatches an acknowledgement of Order to Buyer. Any Quotation is valid for a period of thirty (30) days only from its date, provided that CoorsTek has not previously withdrawn it.

3. DESCRIPTION. The quantity and description of the Goods shall be as set out in CoorsTek Quotation or acknowledgement of Order. All samples, drawings, descriptive matter, specifications and advertising issued by CoorsTek and any descriptions or illustrations contained in CoorsTek catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. TOOLS/FIXTURES FOR MANUFACTURE. In the event that the Contract requires the provision of special or unusual tools or fixtures, the cost of the same will be quoted for separately and charged to the Customer. On completion of the Contract, such tools or fixtures will remain the property of CoorsTek.

5. DELIVERY.

- 5.1. Unless otherwise agreed in writing by CoorsTek, delivery of the Goods shall take place at CoorsTek place of business.  
5.2. Buyer shall take delivery of the Goods within five (5) days of CoorsTek giving Buyer notice that delivery is available.  
5.3. In the event of delivery to Buyer's designated premises, Buyer shall inspect shipments for freight damages at time of delivery, and shall immediately notify carrier of freight damage, file a claim directly with carrier and notify CoorsTek of the damage. CoorsTek is not liable for freight damage or losses incurred by Buyer as the result of freight damage or delays.  
5.4. Any dates specified by CoorsTek for delivery of the Goods are an estimate only and time for delivery shall not be made of the essence by notice to CoorsTek.  
5.5. Subject to these conditions, CoorsTek shall not be liable for any direct, indirect or consequential loss (including, without limitation, pure economic loss, loss of profits or loss of business), costs, damages, charges or expenses caused directly or indirectly by freight damage or any delay in the delivery of the Goods (even through CoorsTek negligence), nor shall any delay entitle Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.  
5.6. If for any reason Buyer fails to accept delivery of any of the Goods, or CoorsTek is unable to deliver the Goods on time due to the fault of Buyer:  
5.6.1. risk in the Goods shall pass to Buyer (including for loss or damage due to CoorsTek negligence);  
5.6.2. the Goods shall be deemed to have been delivered; and

5.6.3. Buyer shall be liable for all related costs and expenses incurred by CoorsTek in storing the Goods (including, without limitation, storage, transportation and insurance, handling and/or other charges incurred by CoorsTek).

5.7. If the goods provided to Buyer under this Order are custom goods pursuant to Buyer's Specifications, then CoorsTek reserves the right to over or under ship by ten percent (10%) of the ordered quantity for any given shipment, until the order is complete, and bill Buyer for the amount actually shipped. Nothing herein shall relieve either party from fulfilling the obligations set forth herein.

5.8. If CoorsTek agrees to pre-pay freight and add such amount to the total costs of this order, Buyer shall pay a handling fee per shipment.

6. NON-DELIVERY.

6.1. CoorsTek shall not be liable for non-delivery of Goods (even if caused by CoorsTek negligence) unless Buyer gives written notice to CoorsTek of the non-delivery within five (5) days of the date when the Goods, in the ordinary course of events, should have been received.

6.2. CoorsTek liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate.

7. RISK/TITLE.

7.1. Risk and title to the Goods shall pass to the Buyer upon delivery.

7.2. Failure to pay any amount when due shall give CoorsTek the right to repossess and remove the Goods.

7.3. Buyer's right to possession of the Goods shall terminate immediately if:

- 7.3.1. Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of Buyer or notice of intention to appoint an administrator is given by Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of Buyer; or  
7.3.2. Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between CoorsTek and Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or Buyer ceases to trade; or  
7.3.3. Buyer encumbers or in any way charges any of the Goods.

7.4. Buyer grants CoorsTek, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.

7.5. Where CoorsTek is unable to determine whether any Goods are the goods in respect of which Buyer's right to possession has terminated, Buyer shall be deemed to have sold all goods of the kind sold by CoorsTek to Buyer in the order in which they were invoiced to Buyer.

7.6. CoorsTek (but not Buyer's) rights contained in this condition 7 shall remain in effect after termination of the Contract.

8. PRICE.

8.1. The price for the Goods shall be exclusive of VAT (which shall be appropriately included on CoorsTek invoice to Buyer), duties, costs or charges in relation to, packaging, loading, unloading, carriage and insurance, including but not limited to automotive recall insurance and other as applicable, which Buyer shall pay in addition when it pays for the Goods.

8.2. CoorsTek reserves the right during execution of this Order to amend its prices if increases in raw materials, wages or the cost of production of the goods increase significantly as determined solely by CoorsTek. Such price increase shall become effective thirty (30) days after CoorsTek provides Buyer with written notice, containing supporting documentation, of such price increase.

9. PAYMENT.

9.1. Unless otherwise agreed in writing, payment for the Goods is due in pounds sterling and shall be made prior to delivery.

9.2. Where CoorsTek has agreed in writing to supply on credit, subject to condition 9.5, payment of the price for the Goods is due in pounds sterling within thirty (30) days of the date of the invoice issued by CoorsTek.

9.3. Time for payment shall be of the essence.

9.4. No payment shall be deemed to have been received until CoorsTek has received cleared funds.

9.5. All payments to CoorsTek under the Contract shall become due immediately on its termination notwithstanding any other provision or agreement.

9.6. Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by CoorsTek to the Buyer.

9.7. If Buyer fails to pay CoorsTek any sum due under the Contract, Buyer shall be liable to pay interest at the annual rate of five per cent (5%) above the base lending rate from time to time of the Bank of Scotland, accruing on a daily basis from the date due until payment is made.

9.8. When Wire Remittance is required or necessary, remittance should be made to:

USD:

CoorsTek, Ltd.  
c/o Bank of Scotland  
Swift ID: BOFSGB2SXXX  
Acct #: 02797USD01  
IBAN #: IBAN GB37 BOFS 8020 1302 7971 01

EURO:

CoorsTek, Ltd.  
c/o Bank of Scotland  
Swift ID: BOFSGBS1EUG  
Acct. #: 02797001  
IBAN #: IBAN GB47 BOFS 8008 0900 2545 90  
Sort Code: 80-08-09

STERLING:

CoorsTek, Ltd.  
c/o Bank of Scotland  
Swift ID: BOFSGB21062  
Acct. #: 00254590  
IBAN #: IBAN GB47 BOFS 8008 0900 2545 90  
Sort Code: 80-08-09

9.9. When Cheque Remittance is required or necessary, cheques should be sent to:

CoorsTek, Ltd.  
64-66 Cavendish Way  
Southfield Industrial Estate,  
Glenrothes, Fife, Scotland KY6 2SB

**10. WARRANTY.**

10.1. CoorsTek warrants that (subject to the other provisions of these conditions) upon delivery, and thereafter for a period of twelve (12) months from the date of delivery, the Goods shall comply with any Specification agreed in writing by CoorsTek; and are free from defects in material and workmanship;

10.2. CoorsTek shall not be liable for a breach of the warranty in condition 10.1 unless:

10.2.1. Buyer gives written notice of the defect to CoorsTek, within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; and

10.2.2. CoorsTek is given a reasonable opportunity after receiving the notice, of examining such Goods, and Buyer (if asked to do so by CoorsTek) returns such Goods, or samples of such Goods, to CoorsTek place of business, at Buyer's cost for the examination, to take place there.

10.3. CoorsTek shall not be liable for a breach of the warranty in condition 10.1 if:

10.3.1. Buyer makes any further use of such Goods after giving such notice; or

10.3.2. the defect arises because the Buyer failed to follow CoorsTek oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

10.3.3. Buyer, or its agent, abuses, misuses, neglects or damages the Goods, or alters or repairs the Goods.

10.4. Subject to condition 10.2 and condition 10.3, if any of the Goods do not conform with the warranty in condition 10.1, and CoorsTek has verified such nonconformity, CoorsTek shall at its option repair, replace or refund such Goods providing Buyer shall return the defective Goods to CoorsTek at CoorsTek expense.

10.5. If CoorsTek complies with condition 10.4 it shall have no further liability for a breach of the warranty in condition 10.1 in respect of such Goods.

10.6. Repaired or replacement Goods shall be guaranteed for the unexpired portion of the 12 month period.

10.7. The express warranty remedies specified herein shall constitute the sole remedies available to Buyer and the sole liability of CoorsTek for breach of any such warranty and any such liability shall terminate upon the expiration of the specified warranty period. The pur-

pose of the express exclusive warranty remedies is to provide Customer with replacement or exchange for defective Goods or refund of the purchase price as determined herein. The exclusive remedies will not be deemed to have failed of their essential purpose as long as CoorsTek is willing and able to replace or exchange such defective Goods or refund of the purchase price as set forth above.

**11. LIMITATION OF LIABILITY.**

11.1. Subject to condition 4, condition 6 and condition 10, the following provisions set out the entire financial liability of CoorsTek (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

11.1.1. any breach of these conditions;

11.1.2. any use made or resale by the Buyer of any of the Goods, or product incorporating the Goods; and

11.1.3. any representation, statement or tortious act or omission including negligence under the Contract.

11.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. Nothing in these conditions excludes or limits the liability of CoorsTek for death or personal injury caused by CoorsTek negligence, or under section 2(3), Consumer Protection Act 1987, or for any matter which it would be illegal for CoorsTek to exclude its liability; or for fraud or fraudulent misrepresentation.

11.3. Subject to condition 11.2:

11.3.1. CoorsTek total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

11.3.2. CoorsTek shall not be liable to the Buyer or to any other third person or entity with respect to any subject matter of this Order, under any equity, common law, tort, contract, estoppel, negligence, strict liability or other theory, for any (a) incidental, special, punitive, consequential or indirect damages or (b) damages resulting from loss of sale, business, profits, data, opportunity or goodwill, even if the remedies provided for in this Order fail of their essential purpose and even if the party has been advised of the possibility of any of the foregoing damages.

12. INDEMNIFICATION. Buyer shall indemnify and hold harmless CoorsTek from any and all liability, loss, expense (including reasonable attorneys' fees and costs) with respect to (a) any damage or liability claimed by a third party, arising from the design, manufacture, integration or usage of a product which alone or as a component in an assembly, is alleged or proved to have caused injury or damage, and (b) any damage or liability, with respect to Buyer's failure to comply with all applicable foreign, U.S. federal, state or local laws, ordinances, rules, orders and regulations, including without limitation U.S. export control laws and any regulations and/or orders thereof or failure to provide CoorsTek adequate information related thereto.

**13. INTELLECTUAL PROPERTY.**

13.1. Any and all Intellectual Property of each party shall at all times remain the sole and exclusive property of that party.

13.2. Any information, including drawings, specifications, samples, plans and other information, furnished by the Customer to CoorsTek that is the subject of any patent, copyright, design rights, and other intellectual property rights, or is confidential must be clearly marked to give CoorsTek adequate notice of the rights asserted. The Customer warrants to CoorsTek that any information furnished to CoorsTek to be used in the production or embodied in the Goods may be used for the purpose for which they are so furnished and the Goods may be produced using such information and the Goods may be made and delivered without infringement of any right of any third party.

13.3. Buyer shall defend, indemnify and hold harmless CoorsTek and its directors, officers, share holders, employees, agents, successors and assigns from and against any and all losses, liabilities, damages and claims (including taxes) and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties) ("Losses") arising from or in connection with any claim of infringement or misappropriation made against any party as to the indemnifying party's products or services in connection with this Contract in respect of any copyright, patent, trademark, service mark, trade name, trade secret or similar proprietary rights conferred by statute, contract or by common law.

13.4. Any invention or intellectual property first made or conceived by CoorsTek in the performance of this Order or which is derived from or based on the use of information supplied by Buyer not otherwise subject to a confidentiality agreement between the parties, shall be the property of CoorsTek and Buyer shall execute such documents necessary to perfect CoorsTek title thereto. Buyer agrees that it shall not obtain any grant, option, or license to any patent, trade secrets or other intellectual property rights now or hereafter held by CoorsTek.

14. **EXPORT TERMS.** The Goods sold hereunder are subject to United States and United Kingdom export control laws and regulations, including without limitation, the International Traffic in Arms Regulations, the Export Administration Regulations, the Missile Technology Control Regime, and the export laws and regulations of the Defence Trade Industry. Buyer shall not export, re-export or otherwise transfer, directly or indirectly, goods, technical data and/or services provided by CoorsTek in violation of United States, United Kingdom, or other applicable law. Buyer is responsible for obtaining any necessary United States and/or United Kingdom government authorization required to ensure compliance of the Buyer with export control laws. Buyer shall at all times be in full compliance with these laws and regulations. Buyer also shall be solely responsible for full compliance with laws or regulations relating to the importation of the Goods into the country of destination, including payment of any duties on such Goods, and Buyer, or its agents, shall make available to CoorsTek all documentation received or utilized for the shipment of all Goods. CoorsTek may require Buyer to provide CoorsTek with written certification relating to Buyer's compliance with applicable export and import laws. Buyer will indemnify CoorsTek for claims made against CoorsTek for Buyer's failure to comply with applicable export and import laws, regulations, orders and policies. Orders requiring CoorsTek to obtain export licenses will be subject to additional fees and/or minimum order requirements.

15. **ASSIGNMENT.**

- 15.1. CoorsTek may assign the Contract or any part of it to any person, firm or company.
- 15.2. The Buyer shall not assign the Contract or any part of it without the prior written consent of CoorsTek.

16. **CUSTOMER RESCHEDULES.** Unless otherwise stated in the Offer, all goods ordered hereunder shall be deliverable within twelve (12) months of the date of this Order. In the instance that Buyer purchases a quantity of product less than the ordered quantity, Buyer shall pay for the released quantity at the recalculated unit price based upon such released quantity, and cancel the balance of this Order. Buyer initiated changes in delivery schedule must be agreed to in writing in advance by CoorsTek and will incur the following MINIMUM fees (expressed as a percentage of the rescheduled shipment's value): Within the same shipping month = 0%, 1 to 3 months = 2% per month, 3 to 6 months = 3% per month. Rescheduling requests exceeding six (6) months or requests to place an order on indefinite "HOLD" will be treated by CoorsTek as a termination under Section 17 without prejudice to any other rights CoorsTek may have under this Order.

17. **TERMINATION.**

- 17.1. Buyer shall have the right to terminate this Order, in whole or in part, upon forty-five (45) days written notice. In the event Buyer terminates this Order, in whole or in part, Buyer shall pay CoorsTek all costs incurred by CoorsTek to the date of termination (including engineering costs) plus reasonable costs of processing the termination (including settlement expense and attorney fees, if applicable), together with a reasonable profit thereon, or the full contract price of the Order, whichever is less.
- 17.2. Either party shall have the right to terminate this Order upon a material breach of any terms and conditions stated herein. The non-breaching party shall give the breaching party written notice of the breach, the breaching party will have ten (10) days after receipt of the written notice to cure such breach or develop a plan to cure the breach within ten (10) days of providing the plan to the non-breaching party. Failure to cure the breach or to set forth an acceptable plan to cure the breach within ten (10) days after receipt of the written notice shall give the non-breaching party the right to terminate this Order.
- 17.3. In the event that CoorsTek finds that Buyer has breached any other order or contract with CoorsTek, CoorsTek may terminate this Order, in whole or in part. Buyer, however, remains liable under this Order in the event of such termination by CoorsTek.
- 17.4. This Order shall terminate in the event a party makes an assignment for the benefit of creditors, is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, becomes unable, or admits in writing its inability, to meet its obligations as they mature or are dissolved or liquidated.

18. **FORCE MAJEURE.** CoorsTek shall not be liable for damages (including but not limited to consequential or incidental damages) or delays in performance resulting from causes beyond its control. Such causes include, without limitation, fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the party. Should CoorsTek experience an excusable delay, it shall cooperate with the Buyer in reasonable ways to minimize the impact of such circumstances. In the event of delay beyond 180 days, either party shall be entitled to terminate the Contract giving notice in writing to the other.

19. **MEDICAL DEVICES.** Unless otherwise agreed to in writing, Buyer warrants that the Goods or services subject to this Contract are not intended for use as components or components of assemblies used in implantable medical devices, are not finished medical devices and are not medical devices requiring U.S. Federal Food and Drug Administration approval.

20. **AIRCRAFT COMPONENTS.** Unless otherwise noted in Buyer's Order, Buyer warrants that the Goods or services subject to this Contract are not intended for use as components or components of assemblies used in aircraft (military or commercial).

21. **INSURANCE.** Buyer shall carry and maintain insurance of the same or similar type as follows: a) Worker's Compensation and Employers' Liability Insurance as required by the statutes of the state where work is being performed; b) commercial general liability and umbrella liability insurance, minimum per-occurrence limit, general aggregate limit, and products completed operations aggregate limit of \$1,000,000; c) comprehensive automobile liability insurance with limits not less than \$1,000,000; and d) commercial property insurance that shall cover the replacement cost of the property insured. All insurance policies shall contain language waiving all subrogation rights against CoorsTek. Buyer shall provide to CoorsTek Certificates of Insurance upon request and shall name CoorsTek as an additional insured. Neither the failure of Buyer to comply with any or all of the insurance provisions of this Order, nor the failure to secure endorsements on the policies as may be necessary to carry out the terms and provisions of this Order shall be construed to limit or relieve Buyer from any of its obligations hereunder.

22. **GENERAL.**

- 22.1. If any provision of the Contract is declared void or unenforceable by any court or other competent tribunal then all remaining provisions in the Contract shall remain in full force and effect.
- 22.2. Any waiver by CoorsTek of any breach of, or default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default.
- 22.3. The Contract is governed by Scottish law and the parties submit to the exclusive jurisdiction of the Scottish courts over any claim or matter arising under or in connection with this Contract. The parties elect not to be bound by the United Nations Convention on Contracts for the International Sale of Goods.
- 22.4. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.5. The parties agree that this Order shall be modified only by further written agreement by the parties. The above terms and conditions of this Order, together with those set forth or referred to on the face of this form as accepted by CoorsTek in writing, constitute the entire agreement for sale. This Order supersedes all prior oral and written communications between the parties to this agreement.
- 22.6. The parties represent and warrant that each shall comply with all applicable standards, provisions, and stipulations of all pertinent United States and U.K. local laws, rules, regulations, ordinances, and executive orders, including. In addition, each party shall, at all times, act in a lawful manner and shall not use monies associated with this Order to bribe government officials.