

1. **DEFINITIONS** - The terms defined in this paragraph shall have the meanings set forth below:
- 1.1. Customer means CoorsTek Limited, and shall also include any of its subsidiaries that places any Order or obtains any Goods under this Order.
  - 1.2. Order means this written purchase order between Customer and Supplier covering the purchase and sale of Goods, attached exhibits, any addenda, and amendments to this Order issued in accordance with Paragraph 8.
  - 1.3. Supplier means any vendor or company supplying Goods to Customer pursuant to this Order.
  - 1.4. Goods mean those goods, supplies, materials, articles, items, parts, components, assemblies, software or services (or when appropriate means any part thereof) to be provided by Supplier under this Order.
2. **ACCEPTANCE**. This Order is an invitation to treat on the terms and conditions contained in this Order is expressly limited to the terms of this Order. This Order becomes a contract when the Supplier returns a written acknowledgment of this Order to Customer or unilateral performance of the whole or part of the subject matter of this Order, shall be deemed to be an offer by Supplier capable of acceptance by the Customer which will be accepted only on the terms of this Order. Customer hereby notifies Supplier of its objection to and express rejection of any additional or different terms contained in Supplier's acknowledgment, invoice, or other written confirmation of this Order. No change or modification of any terms or conditions of this Order shall be valid or binding unless made in writing and signed by Customer.
3. **TIME IS OF THE ESSENCE**. Time is of the essence of this Order.
4. **DELIVERY**. Unless otherwise agreed upon, the prices are "CIP" (Carriage and Insurance Paid) (Incoterms 2000) to the address stated on the Order, including packaging. Subject to condition 4.1 below the Supplier bears the risk in the Goods until the Goods are delivered to Customer or Customer's specified agent and risk shall then pass to the Customer provided that the Goods are found by Customer to be in accordance with this Order. Deliveries under this Order shall be strictly in accordance with the specified quantities, schedules and other requirements of this Order. No act of Customer shall act as a waiver of this provision. Supplier shall promptly notify Customer in writing of any anticipated or actual delay in Supplier's strict performance of the terms contained herein. Unless delay is due to causes beyond Supplier's control, premium transportation costs to meet delivery schedules shall be at Supplier's expense. If requested by Customer, Supplier will send electronic notice of shipment the same day Goods are shipped.
- 4.1 Supplier shall bear the risk in Goods until the later of delivery or receipt of notification in writing from Customer of acceptance if applicable pursuant to condition 11. If the Supplier is responsible for installation or setup, and unless otherwise agreed upon, notwithstanding delivery to Customer's premises, Supplier shall bear the risk in the goods until fully installed and set up by Supplier and handed over to and accepted by Customer, and the Supplier shall assume all required incidental costs such as travel expenses, availability of tools and daily allowances.
5. **TITLE**. Title in the Goods shall pass on the later of (i) delivery in accordance with this Order, or (ii) acceptance by Customer pursuant to condition 11 in the event that Inspection is indicated on the Order.
6. **PACKING AND SHIPPING**. Unless otherwise specified in Customer's Order, Supplier shall label and pack Goods sold in a commercially reasonable manner. No charges will be allowed for transportation, packaging, packing or returnable containers unless stated in the Order. Supplier shall not procure materials, manufacture in advance of Supplier's normal flow time, or deliver in advance of schedule without Customer's prior written consent. Customer may return, at Supplier's expense, any Goods received in advance of the schedule set forth on this Order. Customer shall be entitled to specify the carrier to transport the Goods ordered hereunder.
7. **INVOICES AND PAYMENT**. Supplier shall issue invoices within thirty (30) days following the delivery of Goods to the address stated on the Order unless otherwise agreed upon in writing. Customer shall be obliged to pay within forty-five days (45) from receipt of this invoice, or the number of days stated on the face of this Order if so stated, which shall commence following Customer's receipt of a correct invoice or Customer's acceptance of the Goods, whichever is later. Customer is not required to pay invoiced amounts in dispute until such dispute is resolved. Customer shall notify Supplier promptly of any such dispute. Once the dispute is resolved, the invoice shall be paid within thirty (30) days following such resolution. The Customer shall pay to the Supplier any Value Added Tax ("VAT") properly chargeable on any supply made to it under this Order provided that it shall first have received from the other party a valid tax invoice in respect of that supply. If the Supplier is required to collect any taxes other than VAT, then such taxes will be included on the invoice; otherwise it will be the responsibility of the Customer to pay these taxes directly. For the avoidance of doubt, Supplier shall be liable for all taxes on all income it receives from Customer under this Order.
8. **CHANGES AND ADJUSTMENTS**. Customer may, at any time up until acceptance of the Goods by the Customer, by written order and without notice, make changes in the quantities, drawings, designs, specifications, delivery schedule, delivery address, method of shipment or packing of the Goods, or any combination of the foregoing. If any such change results in an increase or decrease in the cost or time required for performance of this Order, Supplier shall notify Customer in writing within thirty (30) days of receipt of the changed order. Nothing herein shall excuse Supplier from proceeding without delay in the performance of this Order as changed. Supplier shall not substitute any products or materials ordered hereunder without the prior written approval of Customer.
9. **SURCHARGES**. Unless agreed to otherwise in advance in writing Customer shall not be responsible for any surcharges associated with this Order. This relates to additional charges incurred for fuel and/or raw materials associated with the Goods and/or services ordered hereunder. Charges for tooling and/or expedited services shall not constitute surcharges and do not fall under this restriction, provided that they have been included in the original price quote, and expressly added to the Order.
10. **TERMINATION**.
- 10.1 Customer may, at any time up until acceptance of the Goods by the Customer by written notice, suspend or terminate this Order or any part thereof.
  - 10.2 If such termination is for the convenience of Customer, Customer, after deducting any amount(s) previously paid, shall reimburse Supplier for the actual, reasonable, substantiated and allowable costs for the work completed by the Supplier up to the point of termination with the total amount to be paid by Customer being determined by negotiation.
  - 10.3 Without prejudice to the generality of the foregoing, the Customer shall be entitled forthwith to terminate this Order forthwith by written notice to the other for cause, if: i) the Supplier commits any material breach or a series of breaches which, taken together, are material; ii) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Supplier; iii) the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order; iv) the Supplier goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on the Supplier under this Order); v) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or (vi) that other party ceases, or threatens to cease, to carry on business.
  - 10.4 Consequences of Termination: In the event Customer terminates this Order for any reason, (i) Supplier will cease all work being performed under this Order and (i) deliver to Customer all Special Equipment delivered by the Customer to the Supplier or manufactured by the Supplier to the Customer's order, and (ii) destroy or deliver all copies of any and all materials and information provided by Customer to Supplier or created by Supplier hereunder, whether complete or partially complete; (ii) if requested by Customer, Supplier shall certify to Customer, in writing, that the foregoing steps have been taken; and (iii) Customer shall retain all intellectual property rights and Supplier shall be bound by all confidentiality, intellectual property, warranty and indemnity obligations in accordance with the terms and conditions of this Order.
11. **INSPECTION**. All Goods ordered hereunder will be subject to inspection and tests by Customer, its assigns and customers, including the Government, to the extent practicable, at all times and places, including the period of manufacture and prior to acceptance, if so stated on the Order. In that event Supplier agrees to permit access to its facilities at all reasonable times for inspection of Goods by Customer representatives and will provide all tools, facilities and assistance reasonably necessary for such inspection at no cost to Customer. Such Goods will be subject to final inspection and acceptance by Customer after delivery. Goods not conforming to specifications or the requirements of this Order will be held for Supplier's instruction at Supplier's risk; all returns will be at Supplier's expense. If inspection discloses that any part of the Goods received do not conform to specifications or the requirements of this Order, Customer shall have the right to cancel any unshipped or incomplete portion of this Order. It is expressly agreed that inspections and payments prior to delivery will not constitute final acceptance.
12. **WARRANTIES AND REMEDIES**. In addition to all other express or implied warranties provided by law, Supplier warrants that all Goods furnished hereunder will, for a period of twenty-four (24) months from acceptance, be free of defects in material and workmanship, and will conform to applicable drawings, specifications, and other data. Such Goods shall be merchantable, of satisfactory quality, free of design defects (if not of Customer's design), and fit for the purposes expressed in, or reasonably to be inferred from this Order. All warranties shall endure notwithstanding acceptance, and payment and shall run to Customer and its customers. Customer shall not be required to obtain Supplier's permission to return any Goods to Supplier that, in Customer's reasonable business judgment, are not in conformity with this warranty. Articles not manufactured in conformity herewith, at Customer's option (i) may be retained at an equitable adjustment in price; (ii) may be corrected in situ at an equitable adjustment in price; or (iii) may be returned at Supplier's cost for replacement correction, credit or refund. These provisions are in addition to remedies provided by law.
- 12.1. In the event a legal or administrative action is necessary to enforce these warranties and/or remedies against Supplier, and Customer prevails, Customer shall be entitled to recover the whole of its legal and other professional fees and all costs on an indemnity basis.
  - 12.2. Exceptions to, or reservations from this warranty by the Supplier shall be identified by separate written notification to Customer, which shall be signed by Supplier's duly authorized representative. Supplier hereby assumes full responsibility and liability resulting from its failure to satisfy these warranty obligations, specifically or in general.
13. **FORCE MAJEURE**. Neither party shall be liable for failure to perform when such failure is caused by unforeseeable force majeure circumstances. If such circumstances occur, the party injured by the other's inability to perform may elect to (i) terminate this Order immediately; and/or (ii) suspend this Order for the duration of the force majeure circumstances, and then

resume performance under this Order. The party experiencing the force majeure circumstances shall cooperate with and assist the other party in all reasonable ways to minimize the impact of such circumstances on the other party, including assisting in locating and arranging for substitute Goods.

14. **INDEMNITY.** Supplier shall indemnify and hold harmless Customer, its owners, parents, affiliates, subsidiaries, agents, directors, employees, customers and all persons claiming under Customer from any Liabilities arising from and in connection with Supplier's performance under this Order including (i) the acts or omissions of Supplier, its agents and employees and others under Supplier's direction or control except to the extent such Liabilities are caused by or are the result of the willful misconduct of Customer; (ii) assertions under employer or occupier liability legislation or analogous common law rights made by Supplier or any of Supplier's employees, agents, subcontractors, or subcontractors' employees or agents; (iii) any other claim which may be asserted by any of Supplier's employees, agents, subcontractors or subcontractor's employees or agents against Customer except to the extent such claim is proven to have been the direct result of the willful misconduct of Customer; or (iv) all claims that may be brought against Customer by reason of Supplier's failure to comply with any applicable law, and any applicable guidance, direction, determination, ordinances, regulations, guidelines and codes with which the Supplier is bound to comply.

14.1 Liabilities shall mean all judgments, orders, awards, claims, damages, losses, costs and expenses, including, but not limited to, court costs and legal and other professional fees. Liabilities shall also include, but not be limited to, those that are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation.

15. **PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INDEMNIFICATION.** Supplier shall indemnify and hold harmless Customer, its owners, parents, affiliates, subsidiaries, agents, directors, employees, customers and all persons claiming under Customer from and against all Liabilities that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to Goods and/or the use thereof to the extent such claim does not directly arise from Suppliers adherence to Customer's specifications. Supplier will defend and/or settle at its own expense any action brought against Customer to the extent that it is based on a claim that the Goods and/or the use thereof, infringe any patent, trademark, copyright, trade secret or other proprietary right. Customer shall have the right to take any steps necessary to protect its interests in any matter or action brought against it. Supplier shall, at its expense and option and without prejudice to or waiver of any right Customer may possess at either law or equity, either: (i) procure for Customer the right to continue using such Goods; or (ii) replace or modify the Goods so that it becomes non-infringing but only if the modification or replacement does not adversely affect the Customer's rights or ability to use the Goods. If neither of those options is reasonably possible, Supplier shall refund to Customer all amounts paid to Supplier for the infringing Goods(s) or service(s) pursuant to this Order and reimburse Customer for reasonable expenses of removal and replacement. The remedies contained in this clause shall be without prejudice to any further additional remedies the Customer may otherwise have in law or equity.

16. **INFORMATION DISCLOSED BY SUPPLIER.** Unless otherwise agreed to in writing by Customer, any information disclosed by Supplier to Customer in connection with this Order herein shall not be deemed confidential or proprietary information, and shall be acquired without any restrictions (other than a claim for patent infringement) as part of the consideration for this Order.

17. **PATENT RIGHTS AND USE OF OTHER TECHNICAL INFORMATION.** Any specifications, drawings or technical information furnished by Customer to Supplier shall remain Customer's property, shall be kept confidential, and shall be returned at Customer's request. Such documents shall be used solely for the purpose of fulfilling this Order and may not be used for other purposes unless agreed to by Customer in writing. Customer's providing information to Supplier shall not constitute any grant, option, or license to Supplier under any patent, trade secrets or other rights now or hereafter held by Customer. Furthermore, Customer reserves patent rights embodied in designs, tools, patterns, drawings, information and equipment supplied by Customer under this Order and exclusive rights for the use and reproduction thereof. Any invention or intellectual property first made or conceived by Supplier in the performance of this Order which is derived from or based on the use of information supplied by Customer, shall be the property of and vest in Customer and Supplier in consideration of Customer placing this Order and other good and valuable consideration the adequacy of which the Supplier hereby acknowledges hereby assigns with full title guarantee such invention and intellectual property to the Customer and shall on request forthwith execute such documents necessary to perfect Customer's title thereto.

18. **SPECIAL EQUIPMENT.** If the price as stated on the face of this Order includes jigs, dies, fixtures, tools, patterns, drawings, specifications or other special equipment and manufacturing aids used in the manufacture of the supplies herein, such item(s) shall become the property of Customer upon acquisition by Supplier. Such items shall not be used in the production, manufacture or design of any goods for any customer of Supplier other than Customer, except with the express prior written permission of Customer.

19. **CUSTOMER'S PROPERTY.** Unless otherwise agreed to in writing, property of every description including all tools, equipment, and material furnished or made available to Supplier, title to which is in Customer's name, and any replacement thereof shall be and remain the property of Customer, and Supplier shall indemnify and hold harmless Customer from all liens and claims upon said property arising from any cause. Such property while in Supplier's possession or control shall be kept in good condition, shall be held at Supplier's risk, separately from all other goods of the Supplier or any third party in such a way that they remain readily identifiable as the Customer's property and shall be kept insured by Supplier, at its expense, in an amount equal to the replacement cost with loss payable to Customer.

20. **COMPLIANCE WITH LAWS.** The parties represent and warrant that each shall comply with all applicable standards, provisions, and stipulations of all applicable legislation and decisions of courts of competent jurisdiction. Notwithstanding the generality of the foregoing, each party shall, at all times, act in a lawful manner and shall comply with the provisions of the Prevention of Corruption Act 1906 and all analogous legislation.

21. **EXPORT COMPLIANCE.** Supplier shall comply with the applicable import and export laws and regulations of Customer's country and of the United States and with all applicable export licenses and their provisos. This Order may involve information or items that are subject to UK Government Export Control Regulations, the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR), the Missile Technology Control Regime and the export laws and regulations of the Defense Trade Industry, and that information may not be released to certain individuals as required by certain laws without the proper export authority. The importer/exporter of record has obtained or will obtain and properly use, appropriate Government import/export authorization to furnish to Customer any defence articles, technical data, defence services, software, and/or other controlled items, which are necessary for Customer to perform this Order and which require such authorization.

22. **CONTRACTS UNDER A GOVERNMENT PRIME CONTRACT.** If this Order indicates that it is placed under a UK or other government contract, all applicable laws and regulations relating to such contract shall apply as may be relevant to this particular Order. If this Order is issued pursuant to a UK or other government contract, Supplier certifies, to the best of its knowledge and belief, that the Supplier and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any competent authority in respect of such government contract. In the event of Customer's termination under applicable government contract termination provisions, Supplier's claims, if any, shall be submitted not later than 75 days from the effective date of termination.

23. **ASSIGNMENT.** The Supplier may not assign this Order or any rights there under, including monies due or become due, without the prior written approval of Customer. Customer reserves the right to assign this Order to any parent, subsidiary of parent, subsidiary, affiliate, successor or related company of Customer.

24. **SUBCONTRACTS.** The Supplier shall make no subcontracts, or make changes to any previously approved subcontract, with any other party for furnishing any of the Goods hereunder in completed or substantially completed form without the prior written approval of Customer. The requirements of this paragraph shall not apply to Supplier's purchases of incidental, standard commercial supplies or raw materials.

25. **RESERVATION OF RIGHTS.** Either party's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or either party's waiver of any breach hereunder shall not be construed to be a waiver, or waive any other terms, conditions, or privileges, whether of the same or similar type.

26. **GRATUITIES.** Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given any gratuities to Customer's employees, agents or representatives with a view toward securing this Order or securing favourable treatment with respect thereto.

27. **ADVERTISING; PUBLICITY.** No references to Customer or references to Customer's names, marks, codes, drawings or specifications will be used in any of Supplier's advertising, promotional efforts or any publicity of any kind without Customer's prior written permission.

28. **SETOFF.** All claims for money due or to become due from Customer shall be subject to deduction or setoff by Customer by reason of any counterclaim arising out of this or any other transaction with Supplier.

29. **AUDIT.** Supplier's records, including, but not limited to, accounting records, time sheets, written policies and procedures, test results, reports, correspondence, memoranda and any other documentation relating to the performance of all work subject to this Order, shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Customer or its authorized representative to the extent necessary to adequately evaluate claims submitted by Supplier, required by governmental authorities or desirable for any other valid business purpose. For the purpose of such audits, inspections, examinations and evaluations, Customer or its authorized representative shall have access to said records beginning on the effective date of the initial task order which is the subject to this Order and continuing until six (6) years after the completion of all work subject to this Order. Any request for an audit pursuant to this Section shall be in writing providing reasonable notice.

30. **INDEPENDENT CONTRACTOR.** Supplier hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Order as an independent contractor and not as the agent or employee of Customer; that the persons performing services hereunder are not agents or employees of Customer; that Supplier has and hereby retains the right to exercise full control of and supervision over the performance of Supplier's obligations hereunder and full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; that Supplier will be solely responsible for all matters relating to payment of such employees, including compliance with employer's and occupier's liability, unemployment, disability insurance, social security withholding, and all other applicable laws, rules and regulations governing such matters; and that supplier will be responsible for supplier's own acts and those of supplier's agents, employees and subcontractors during the performance of supplier's obligations under this Order. Supplier and its employees are not entitled to unemployment benefits as a result of performing under this Order. Supplier is responsible for and shall pay all corporation tax on amounts paid under this Order.

31. **INSURANCE.** Supplier shall carry and maintain in force, from the date of commencement of any work subject to this Order, insurance of the type and minimum coverage amounts as follows to the full extent required to cover its liabilities under this Order: (i) Employers' and Occupier's Liability Insurance as required by the statutes of the jurisdiction where the work is being performed; (ii) Comprehensive General Liability Insurance with minimum limits of £1,000,000 combined bodily injury and property damage per occurrence and aggregate. Policy should include coverage for premises and completed operations, broad form property damage, personal injury liability, professional indemnity and contractual liability; (iii) Comprehensive Motor Insurance in amounts not less than £1,000,000 combined single limit bodily injury and property damage per occurrence and aggregate for owned and hired-owned automobiles; (iv) Aircraft liability with minimum limits of £10 million for owned and non-owned aircraft as applicable. Unless otherwise agreed, all insurance policies shall contain an endorsement waiving all subrogation rights against Customer. Certificates of insurance evidencing the coverage required above shall, on request, be filed with Customer prior to the commencement of any work subject to this Order. Such certificates shall provide that the insurer must give Customer not less than thirty (30) days advance notice of any change in or cancellation of coverage and shall name Customer as an additional insured, as applicable. Neither the failure of Supplier 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 Supplier from any of its obligations under this Order, including this insurance provision. Supplier's failure to obtain or maintain the insurance required hereunder shall not relieve Supplier of its obligations for any and all Liabilities associated therewith.

32. **ENVIRONMENTAL HEALTH AND SAFETY (EHS).** Should the Supplier supply services at Customer's place of business under the terms of this Order, Supplier must first contact the site's EHS coordinator and shall at all times comply with all instructions and requests of the coordinator.

33. **SEVERABILITY.** In the event any provision of this Order is determined to be invalid, such invalidity shall not affect the validity of remaining portions of this Order, which shall remain in full force and effect, and the parties shall substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

34. **SEVERAL LIABILITY.** The term Customer as used herein may be applicable to one or more entities and the singular shall include the plural. If more than one entity is referred to as Customer herein, then their obligations and liabilities shall be several, not joint.

Notwithstanding the foregoing, any and all applicable discounts and/or credits shall be based upon the combined forecasts and/or purchases made by all Customers under this Order.

35. **NONEXCLUSIVE ORDER.** It is expressly understood and agreed that this Order does not grant to Supplier any exclusive privileges or rights and Customer may contract with other suppliers for Goods. Customer makes no guarantee or commitment for any minimum or maximum amount of Goods to be purchased hereunder.

36. **REMEDIES CUMULATIVE.** The remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity.

37. **SURVIVAL.** The provisions of this Order that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Order. The provisions of this Order, and any terms and conditions within Customer's prime contract, shall be flowed down in its entirety to any subcontractor or supplier providing goods or services hereunder.

38. **LIMITATION OF LIABILITIES.** Except for breach by Supplier of Sections 10, 12-16, 19 and 20 herein, neither party shall be liable to the other for special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever, including but not limited to lost profits, lost records or data, lost savings, loss of use of facility or equipment, loss by reason of facility shut-down or non-operations or increased expense of operations, or other costs, charges, penalties, or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

39. **CHOICE OF LAW.** The contract is governed by Scottish law and the parties submit to the non-exclusive jurisdiction of the Scottish courts over any claim or matter arising under or in connection with this Contract. The parties to the contract do not intend that any term of the contract shall be enforceable by any person that is not a party to it.

40. **ENTIRE ORDER.** This Order, together with all referenced attachments shall constitute the entire Order between the parties with respect to the subject matter of this Order. This Order supersedes all prior oral and written communications, Orders and understandings of the parties with respect to the subject of this Order. The parties agree that this Order shall be modified only by further written agreement by the parties.