

The following terms and conditions apply to all work performed by CoorsTek, Inc. Analytical Labs and Material Testing (“CTAL”), unless specifically exempted, in writing, by an officer of CoorsTek, Inc. or an authorized representative of CTAL.

**1. CONSTRUCTION.** zBy requesting and ordering analytical laboratory and/or testing services described herein, the customer (“Customer”) acknowledges it is transacting business with CTAL, at its principal place of business in Golden, Colorado.

**2. OFFER; AGREEMENT; ACCEPTANCE.** Although labeled “Services Terms and Conditions,” CTAL intends this document as an offer for services (“Offer”). The terms and conditions of this Offer, together with those set forth or referred to on the face of this form as accepted by CTAL in writing, constitute the entire agreement for services (“Agreement”). CTAL may withdraw its Offer at any time prior to Customer’s acceptance. Unless otherwise indicated, CTAL’s Offer expires thirty (30) days from the date of issuance. Customer’s placement of an order for services in response to this Offer constitutes Customer’s acceptance of this Agreement. Customer’s acceptance is expressly limited to the specifications, prices, and other terms stated in the Offer, including these “Services Terms and Conditions of Sale”. Notice is hereby given, and Customer acknowledges, that different or additional terms in Customer’s order will be considered material alterations of this Offer are expressly rejected and will not be effective without the written approval of an authorized CTAL representative. CTAL hereby rejects all terms and conditions set forth under any prime or other contract to which the Customer is a party.

**3. PAYMENT.** Customer agrees to pay CTAL the prices set forth in this Agreement. Payment terms are thirty (30) days from the date of invoice.

**4. WARRANTIES.** CTAL provides services to its customers on a fee-for-service basis. All services will be performed with due care in accordance with CTAL’s procedures and generally prevailing industry standards and applicable government regulations. CTAL performs services and therefore its work and reports are not governed by the Uniform Commercial Code (UCC). Except as stated in these Services Terms and Conditions, CTAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CTAL WILL HAVE NO LIABILITY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

**5. LIMITED LIABILITY.** Test results are not necessarily indicative of the characteristics of any other sample from the same or other lots. CTAL assumes no responsibility for any purpose which a customer chooses to use test results. CTAL will not be liable under any circumstances for any amount in excess of the cost of the services performed.

**6. CUSTOMER’S EXCLUSIVE REMEDIES.** The only remedy for breach of the warranties stated in Section 5 will be to require CTAL to repeat the services or to be credited for fees paid for services performed.

**7. REPORTS AND INDEMNIFICATION.** As part of the services that CTAL provides to its Customer, CTAL will provide a written report of its findings (“CTAL Report”).

**7.1.** The Customer will indemnify and hold harmless CTAL, CoorsTek, Inc., its officers, employees, agents, and subcontractors for any claim whatsoever in relation to any CTAL Report arising from unclear, erroneous, incomplete, misleading or false information provided to CTAL, or arising from any incorrect or defective materials or samples provided to CTAL.

**7.2.** The Customer will not disclose any CTAL Report to any third party without the prior written consent of CTAL, unless required by law or court order and subject to the following terms:

**7.2.1.** The CTAL Report has been commissioned by Customer on the Services Terms and Conditions contained herein;

**7.2.2.** Copyright in the CTAL Report and all information and data contained in it, with the exception of information provided by the Customer, are owned by CTAL;

**7.2.3.** Moral rights in the CTAL Report is owned by CTAL;

**7.2.4.** The CTAL Report has been prepared at the request of the Customer for the purposes agreed between CTAL and the Customer. The Customer may disclose the CTAL Report to a third party for that purpose only, but CTAL does not accept any liability or liability (including, without limitation, liability for negligence) to that third party. Any disclosure to a third party must be of the whole CTAL Report;

**7.2.5.** While CTAL has taken due care to ensure the information contained in its Report is true and accurate and is not misleading or deceptive, neither CTAL, nor any of its officers, employees or agents make any representations or warranties, express or implied, other than to the Customer set forth in these Services Terms and Conditions, as to the accuracy of the information contained in the Report. CTAL accepts no responsibility arising in respect to the information contained in the CTAL Report for errors or omissions (including responsibility to any person by reason of negligence);

**7.2.6.** CTAL reserves to right to review, update or supplement any of its Reports. Any further changes, information, or modification will be provided subject to the terms herein.

**7.3.** The Customer acknowledges and agrees that any action, inaction, or decision of the Customer in response to the CTAL Report will be solely determined by Customer. Neither CTAL nor any of its officers, employees, agents, or subcontractors will be liable to the Customer or any third party for any action, inaction, or decision of the Customer in response to any CTAL Report.

**7.4.** CTAL is an independent testing laboratory and does not directly or indirectly endorse any product to be tested by CTAL. Customer agrees and will not in any way imply that the test results or CTAL Report is an endorsement of any product tested.

**8. SAMPLE/DATA RETENTION.** Samples will be destroyed ninety (90) days after the date of the final CTAL Report, unless the Customer indicates otherwise in writing and prepays before the expiration of the ninety (90) day period the entire costs of any storing, packaging and shipping of the sample(s) by CTAL. CTAL will have no obligation to retain its reports and related data and document beyond its normal retention periods.

**9. CONFIDENTIAL INFORMATION.** To the extent that there is confidential information that is to be exchanged by the Parties, the Parties will enter into a mutually agreeable non-disclosure agreement and such document will govern the disclosure of confidential information.

**10. EXPERT WITNESS.** As CTAL is an independent testing laboratory and is reporting on material characteristics and not providing any conclusions or opinions, the Customer agrees not to identify CTAL or individuals associated with CTAL as an expert witness in any manner. Should Customer be interested



# TERMS AND CONDITIONS

in retaining CTAL or individuals associated with CTAL as an expert witness in any manner, CTAL's legal department can be contacted at legal@coorstek.com.

**11. INDEPENDENT CONTRACTORS.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture of or with the other and nothing in this Agreement will preclude CTAL from contracting to provide similar goods or services for others.

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

**13. SUBCONTRACTOR.** CTAL expressly reserves the right to subcontract all or part of this Agreement without the consent of the Customer.

**14. CHOICE OF LAW.** The laws of the State of Colorado will govern this Agreement, notwithstanding conflict of laws.

**15. VENUE AND JURISDICTION.** The federal and state court in the State of Colorado will have exclusive jurisdiction over all disputes and controversies arising out of this Agreement. Venue will be proper in Denver, Colorado.