

1. INTERPRETATION. The following definitions apply in these Conditions:

BUYER: the person, firm or company who purchases Goods from CoorsTek.

CONDITIONS: these Terms and Conditions of Sale.

COORSTEK: CoorsTek Advanced Materials Crewe Limited, a limited company registered in England with registration number 02769778 and having its registered address at Crewe Hall Enterprise Park, Weston Road, Crewe, CW1 6UA.

CONTRACT: the contract between CoorsTek and Buyer for the sale and purchase of the Goods in accordance with these Conditions.

GOODS: any goods, articles, materials, or products agreed in the Contract to be supplied to Buyer by CoorsTek (including any part or parts of them).

ORDER: a written or electronic offer, subject to these Conditions, placed by Buyer for Goods, which shall form a Contract on acceptance by CoorsTek.

QUOTATION: a written or electronic quote, estimate, bid, proposal, or tender, subject to these Conditions, issued by CoorsTek to Buyer for the sale of Goods.

SPECIFICATIONS: the designs, instructions, plans, drawings, and technical and performance requirements for the Goods as provided by Buyer to CoorsTek, or as agreed to in writing by Buyer and CoorsTek.

2. APPLICATION OF TERMS AND CONDITIONS.

2.1. Subject to any variation under Condition 2.2, the Contract shall be on these Conditions to the exclusion of all other terms and conditions that Buyer seeks to impose or incorporate, that are implied by trade, custom, practice or course of dealing, or that are set forth under any other contract to which the Buyer is a party.

2.2. These Conditions apply to all CoorsTek sales to Buyer. Any variation to these Conditions or to the representations or warranties about the Goods set out in these Conditions shall have no effect unless expressly agreed to in a writing designated as an amendment to these Conditions and signed by an authorised representative of CoorsTek. Buyer acknowledges that it has not relied on any statement, promise, assurance, warranty, or representation made or given by or on behalf of CoorsTek which is not set out in these Conditions.

2.3. Each Order, or acceptance by Buyer of a Quotation, for Goods from CoorsTek constitutes an offer by Buyer to buy Goods subject to these Conditions. Buyer is responsible for ensuring that the terms of the Order, including these Conditions, and the Specifications are complete and accurate.

2.4. No Order placed by Buyer shall be deemed to be accepted by CoorsTek until the earlier of (a) a written acceptance of the Order is issued by CoorsTek, or (b) CoorsTek delivers the Goods to Buyer.

2.5. Any Quotation shall not constitute an offer and is given on the basis that no Contract shall come into existence until the earlier of CoorsTek dispatching a written acceptance of Order to Buyer or delivering the goods to Buyer. Any Quotation is valid for a period of thirty (30) days only from its date of issue, provided that CoorsTek has not previously withdrawn it.

3. DESCRIPTION. The description of the Goods shall be as set out in the Specifications, and the quantity of the Goods shall be as set out in CoorsTek's written acceptance 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 Contract 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 Buyer. On completion of the Contract, such tools or fixtures will remain or become the sole property of CoorsTek.

5. DELIVERY.

5.1. Unless otherwise agreed in writing by CoorsTek, delivery of the Goods shall be made F.C.A. CoorsTek's place of business and shall be completed on completion of loading of the Goods at CoorsTek's place of business by Buyer or a carrier.

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 Buyer designates a specific carrier, CoorsTek will attempt to use that carrier. However, CoorsTek may select an alternate carrier to transport the Goods if, in CoorsTek sole and exclusive discretion, it determines use of such alternative carrier is necessary to satisfy delivery requirements. All freight, insurance, and other shipping expenses shall be borne by Buyer. Buyer shall inspect shipments for freight damages at time of receipt and shall immediately notify carrier of freight damage, file a claim directly with carrier, and notify CoorsTek of the damage. CoorsTek is not and will 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 incurred by Buyer or any other party as the result of freight damage or delays.

5.4. Any dates specified for delivery of the Goods are an estimate only and time for delivery shall not be made of the essence by notice to CoorsTek. CoorsTek shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (as defined in Condition 18) or Buyer's failure to provide CoorsTek with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. A delay shall not entitle Buyer to terminate or rescind the Contract, unless such delay exceeds 180 days.

5.5. If for any reason Buyer fails to accept delivery of any of the Goods within five (5) days of CoorsTek giving Buyer notice that delivery is available, or CoorsTek is unable to deliver the Goods on time due to the fault of Buyer, then:

5.5.1. risk in the Goods shall pass to Buyer (including for loss or damage due to CoorsTek negligence);

5.5.2. the Goods shall be deemed to have been delivered on the sixth (6th) day after the day CoorsTek gave Buyer notice that delivery is available; and

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

5.6. If Buyer has not accepted delivery within thirty (30) days after the day on which CoorsTek notified Buyer that delivery of the Goods is available, CoorsTek may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to Buyer for any excess over the price of the Goods or charge Buyer for any shortfall below the price of the

Goods.

5.7. If the Goods provided to Buyer under the Contract 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 Contract is complete, and bill Buyer for the amount actually shipped. Nothing herein shall relieve either party from fulfilling the obligations set forth herein, including without limitation, Buyer shall not be entitled to reject the Goods if CoorsTek over or under ships by ten percent (10%) of the quantity of Goods ordered.

5.8. If CoorsTek agrees to pre-pay freight charges on behalf of Buyer and add such amount to the total cost of the Goods, then Buyer shall pay an additional handling fee for each such shipment of Goods.

5.9. CoorsTek may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle Buyer to cancel any other instalment.

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 delivered.

6.2. CoorsTek liability for non-delivery of the Goods shall be limited to replacing the non-delivered Goods within a reasonable time or issuing a refund or credit for the amount paid by Buyer for the non-delivered Goods.

6.3. Notwithstanding the foregoing, CoorsTek shall not be liable for any failure to deliver the Goods to the extent such failure is caused by a Force Majeure Event or Buyer's failure to provide CoorsTek with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7. RISK/TITLE.

7.1. Risk and title to the Goods shall pass to Buyer upon completion of 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 prior to full payment for such Goods shall terminate immediately if Buyer the Buyer becomes subject to any of the events listed in Conditions 17.3.1 to Condition 17.3.11 (inclusive).

7.4. Prior to full payment of the Goods, 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 of the Goods shall be the price set out in CoorsTek's acceptance of the Order, or, if no price is stated, the price set out in the CoorsTek published price list in force as at the date of delivery.

8.2. The price for the Goods shall be exclusive of VAT, 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. All such VAT, duties, costs or charges shall be included on the invoice for the Goods and paid by Buyer.

8.3. CoorsTek reserves the right at any time prior to delivery to amend its prices to reflect any increase in the cost of the Goods (as determined solely by CoorsTek) that is due to:

8.3.1. any factor beyond CoorsTek's control, including foreign exchange fluctuations, increases in taxes and duties, change in applicable law or Buyer policy, or increases in labour, raw materials, or other manufacturing costs;

8.3.2. any request by Buyer to change the delivery date(s), quantities, types of Goods order, or the Specifications; or

8.3.3. any delay caused by an instructions of Buyer or failure of Buyer to give CoorsTek adequate or accurate information or instructions.

Such price increase shall be effective thirty (30) days after the date 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 9.6, 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. All payments shall be made in the manner and to the place identified on CoorsTek's invoice or other payment instructions submitted to Buyer.

9.4. Time of payment is of the essence.

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

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

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

9.8. If Buyer fails to pay CoorsTek any sum due under the Contract, Buyer shall be liable to pay interest on the overdue amount at the annual rate of five percent (5%) above the base lending rate from time to time of the Bank of England, accruing on a daily basis from the date due until payment is made. Buyer shall pay all reasonable attorneys' fees, collection costs, and other expenses incurred by CoorsTek for collection of past due invoices.

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 the Specifications and shall be free from defects in material and workmanship. All other warranties or terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract and are not enforceable with respect to the Goods.

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 should have discovered the defect; and

10.2.2. CoorsTek is given a reasonable opportunity after receiving the notice to examine such Goods; and

10.2.3. 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 examination 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 the Goods after giving notice of a defect in such Goods; or

10.3.2. the defect arises because Buyer failed to follow CoorsTek's 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; or

10.3.4. the defect arises as a result of fair wear and tear, or as a result of abnormal storage or working conditions; or

10.3.5. the defect arises as a result of CoorsTek following any drawing, design or Specifications supplied by Buyer.

10.4. Subject to Condition 10.2 and Condition 10.3, if any of the Goods do not conform to the warranty in Condition 10.1, and CoorsTek has verified such nonconformity, CoorsTek shall, at its option, repair, replace or refund such Goods, provided that Buyer returned the defective Goods to CoorsTek at CoorsTek's expense.

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

10.6. Repaired or replacement Goods shall be warranted under Condition 10.1 for the unexpired portion of the 12 month warranty period applicable to the defective Goods.

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 warranty and any such liability shall terminate upon the expiration of the specified warranty period. The purpose of the express exclusive warranty remedies is to provide Buyer 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. To the fullest extent permitted by applicable law, in no event shall CoorsTek be liable under this Condition 10 for incidental, consequential, indirect, special, or punitive damages of any kind.

11. LIMITATION OF LIABILITY.

11.1. Subject to Condition 5, 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 Buyer in respect of:

11.1.1. any breach of these Conditions;

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

11.1.3. any representation, statement, or tortious act or omissions including negligence under this Contract; and

11.1.4. any other matter arising out of or related in any way to the Contract or the Goods or services provided under the Contract.

11.2. All warranties, conditions and other terms implied by statute or common law 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 its negligence, for defective products under section 2(3), Consumer Protection Act 1987, for CoorsTek's breach of the terms implied by section 12 of the Sale of Goods Act 1979, for CoorsTek's fraud or fraudulent misrepresentation, or for any matter for which it would be unlawful for CoorsTek to exclude or limit its liability.

11.3. Subject to Condition 11.2:

11.3.1. CoorsTek shall not in any circumstances whatsoever be liable to the Buyer, whether in contract, delict or tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

11.3.1.1. loss of profit; or

11.3.1.2. loss of goodwill; or

11.3.1.3. loss of business; or

11.3.1.4. loss of business opportunity; or

11.3.1.5. loss of anticipated saving; or

11.3.1.6. loss or corruption of data or information; or

11.3.1.7. special, indirect or consequential damage, suffered by the Buyer that arises under or in connection with this Contract.

11.3.2. Without prejudice to Condition 11.3.1, CoorsTek's total liability arising under or in connection with this Contract, whether arising in contract, delict or tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the higher of:

11.3.2.1 the total price paid by Buyer for the Goods giving rise to such liability;

or

11.3.2.2. the amount recovered from CoorsTek's insurers.

11.4. Subject to Condition 11.2, no claim by the Buyer under these Conditions will be competent unless the Buyer gives notice (specifying the nature of the claim in reasonable detail) as soon as possible and in any event within one year after the Goods have been delivered to the Buyer.

12. INDEMNIFICATION. Buyer shall indemnify and hold harmless CoorsTek and its owners, parents, affiliates, subsidiaries, directors, officers, shareholders, employees, agents, successors and assigns from any and all liability, loss, damage, claim, allegation, suit, action, penalty, fine, cost, and expense (including reasonable legal fees and costs) ("Losses") arising from or with respect to (a) the design, manufacture, integration, further processing, storage, transportation, or usage of a Good, whether used alone or in combination with or incorporated into other goods, materials or as a component in an assembly, (b) Buyer's failure to comply with any or all applicable foreign, U.K., Scots, English or local laws, ordinances, rules, orders and regulations, including without limitation U.S. or U.K. export control laws and any regulations and/or orders thereof or Buyer's failure to provide CoorsTek adequate information related thereto, and (c) any breach of Buyer's obligations under the Contract.

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. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including any patent, patent application, copyright (including copyright in manuals, databases, promotional materials and other materials), trademark, service mark, trade name, registered design and other design rights, trade secret, and any other rights that may exist anywhere in the world in inventions, manufacturing processes, technical or other information of a party.

13.2. Any information, including drawings, specifications, samples, plans and otherwise, furnished by Buyer to CoorsTek that is the subject of any Intellectual Property rights or is confidential must be clearly marked to give CoorsTek adequate notice of the rights asserted. Buyer warrants to CoorsTek that any information furnished to CoorsTek to be used in the production of or embodied in the Goods may be used for the purpose for which they are so furnished, that the Goods may be produced using such information, and that 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 owners, parents, affiliates, subsidiaries, directors, officers, shareholders, employees, agents, successors and assigns from and against any and all Losses arising from or in connection with any claim of infringement or misappropriation made against any party as to any designs, drawings, Specifications, or other information furnished to CoorsTek to be used in the production of or embodied in the Goods in respect of any Intellectual Property or similar proprietary rights conferred by statute, contract or by common law.

13.4. Any invention, discovery or Intellectual Property first made or conceived by CoorsTek in the performance of the Contract 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 nothing in the Contract grants Buyer any right, title or interest in any Intellectual Property held by CoorsTek and that it shall not obtain any grant, option, or license to any Intellectual Property rights now or hereafter held by CoorsTek. Buyer further agrees it shall not decipher,

decompile, disassemble or reverse engineer any of the Goods sold hereunder.

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 United Kingdom government authorisation required to ensure compliance of 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 utilised 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 & SUBCONTRACT.

15.1. CoorsTek may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it to any person, firm or company (including any affiliate or subsidiary of CoorsTek) without the consent of Buyer.

15.2. Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it without the prior written consent of CoorsTek. Any purported dealings under this Condition 15.2 without CoorsTek's prior written consent shall be void.

16. BUYER RESCHEDULES. Unless otherwise stated in the Contract, all Goods shall be deliverable within twelve (12) months of the date of CoorsTek's acceptance of their Order. Changes in the delivery schedule initiated by Buyer 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 6 months or requests to place an order on indefinite "HOLD" will be treated by CoorsTek as an improper termination of this Contract by Buyer, and CoorsTek will have all rights and remedies under this Contract or at law related to such termination. In the event that Buyer actually purchases a quantity of Goods less than the ordered quantity, Buyer will pay for the shipped quantity at the recalculated unit price (as determined by CoorsTek in its reasonable discretion), and the balance of this Contract will be cancelled.

17. TERMINATION AND SUSPENSION

17.1. Either party shall have the right to terminate the Contract upon a material breach of any of these Conditions. 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 remedy such breach or (if such breach is remediable) provide a plan to remedy the breach. Failure to remedy the breach or to set forth an acceptable plan to remedy the breach within ten (10) days after receipt of the written notice shall give the non-breaching party

the right to terminate the Contract.

17.2. In the event that CoorsTek finds that Buyer has breached any other order or contract with CoorsTek, CoorsTek may terminate the Contract, in whole or in part, provided that Buyer will remain liable under the Contract in the event of such termination by CoorsTek.

17.3. Without limiting its other rights or remedies, CoorsTek may terminate or suspend its performance with immediate effect by giving written notice to the Buyer if:

17.3.1. the Buyer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

17.3.2. the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

17.3.3. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

17.3.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

17.3.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Buyer;

17.3.6. the holder of a qualifying floating charge over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;

17.3.7. a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer;

17.3.8. a creditor of the Buyer executes or attempts to execute diligence against, the whole or any part of the other party's assets and such diligence is not discharged within 14 days;

17.3.9. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 17.3.1 to Condition 17.3.8 (inclusive);

17.3.10. the Buyer ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

17.3.11. there is a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010).

17.4. On termination of the Contract for any reason Buyer shall immediately pay to CoorsTek all of the outstanding unpaid invoices and interest. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

18. FORCE MAJEURE.

18.1. CoorsTek shall not be liable for damages (including but not limited to consequential or incidental damages) or failure or delays in performance of its obligations under the Contract resulting from a Force Majeure Event. A Force Majeure Event is any event beyond CoorsTek's reasonable control, including, without limitation:

18.1.1. acts of God, flood, earthquake, or other natural disaster;

18.1.2. epidemic or pandemic;

18.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

18.1.4. nuclear, chemical or biological contamination or sonic boom;

18.1.5. collapse of buildings, fire, explosion or other casualty or accident;

18.1.6. any trade, strikes or labor disputes, industrial action or lockouts;

18.1.7. non-performance by suppliers or sub-contractors, including the inability to procure parts, supplies, fuel, raw materials, transportation, or power;

18.1.8. any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

18.1.9. failure or breakdown of plant, equipment, machinery or apparatus;

18.1.10. interruption or failure of a utility service.

18.2. Should CoorsTek experience a Force Majeure Event, it shall cooperate with Buyer in reasonable ways to minimise 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 or other governmental approval.

20. AIRCRAFT COMPONENTS. 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 aircraft (military or commercial).

21. INSURANCE. Buyer shall carry and maintain insurance of the type as follows: a) Worker's Compensation and Employers' Liability Insurance as required by the applicable statutes; 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 Contract, nor the failure to secure endorsements on the policies as may be necessary to carry out the terms and provisions of this Contract, shall be construed to limit or relieve Buyer from any of its obligations hereunder.

22. BUYER SUPPLIED ITEMS. From time to time Buyer may supply CoorsTek with items to incorporate into the Goods. CoorsTek shall use reasonable measures to protect and preserve items provided by Buyer and will only be liable for replacement of such items if lost, destroyed, or rendered useless due to CoorsTek negligence. Unless otherwise agreed to by the parties, any items of personal property supplied by Buyer to CoorsTek will be returned to Buyer within a reasonable time of expiration of the Contract, as received less normal wear and tear. Buyer warrants that any items provided hereunder will comply with all applicable laws and regulations. Buyer further warrants that supplied components meet all performance, specification, and inspection criteria. CoorsTek shall have a lien for any amounts owed by Buyer to CoorsTek attaching to all of items of personal property provided by Buyer to CoorsTek.

23. GENERAL.

23.1. If any provision or part-provision of the Contract is declared or becomes invalid, illegal, void or unenforceable by any court or competent tribunal, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of this Contract which shall remain in full force and effect.

23.2. Any waiver by CoorsTek of any breach of, or default under, any provision of the Contract by Buyer, or of any right or remedy under the Contract or law, shall not be deemed a waiver of any subsequent or other breach, default, right or remedy.

23.3. The Contract is governed by law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales 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.

23.4. No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms. 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 the Contract.

23.5. The parties agree that the Contract shall not be modified and no additional terms and conditions shall be incorporated, except by a written agreement expressly designated as an amendment to the Contract and signed by an authorised representative of both parties. The Contract, including all Orders and these Conditions, constitutes the entire agreement for sale and supersedes all prior oral and written communications between the parties to this agreement.

23.6. 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. In addition, each party shall, at all times, act in a lawful manner and shall not use monies associated with this Contract to bribe government officials.

23.7. The relationship of the parties established under the Contract is that of independent contractors and neither party is a partner, employee, agent or joint venture of or with the other and nothing in the Contract shall preclude CoorsTek from contracting to provide similar goods or services for others.