



Terms and Conditions of Purchase

1. PARTIES. CoorsTek Bioceramics LLC and its affiliates will be referred to as "Purchaser", and the company selling as indicated on the preceding pages of this document will be referred to as "Seller". All materials, goods, services or work described on the preceding pages of this document, regardless of type, will be referred to as "Products".

2. TERMS AND CONDITIONS. Purchaser's order is expressly conditioned on Seller's agreement to these Purchase Order terms and conditions ("T&C's"). Any term, condition and/or provision, or any other document issued by Seller, which is in any way inconsistent with these T&C's shall not be applicable hereto or binding upon Purchaser. Seller, by either acknowledgment or by performance on a purchase order covered by these T&C's, shall conclusively be deemed to accept these T&C's. Purchaser's failure to object to terms, conditions and/or provisions in any communication by Seller will not be a waiver of any terms contained herein. Deviation from these T&C's, including additional or different terms and conditions, can only take place by written instrument signed by an authorized representative of Purchaser.

3. PRICE ADJUSTMENTS; PAYMENTS. Seller agrees that the price of Products shall not be higher than the last quoted or charged to Purchaser unless otherwise agreed to in writing. The prices stated on a purchase order may include any sales, use, or other taxes. All local, state and Federal excise, sales and use taxes, if applicable, shall be stated separately on Seller's invoice.

Unless otherwise specified by Purchaser, all prices are F.O.B. destination of Purchaser's applicable facility as stated on the applicable purchase order ("Purchaser's Facility"), and payment will be made in net 60 days from date of invoice.

4. DELIVERY DATES; TITLE AND RISK; SHIPMENT. All delivery dates shall be followed by Seller as shown on the applicable purchase order and Seller shall be responsible for any damages of any kind resulting from any delay. Time is of the essence. Regardless of the manner of shipment, title to any Products and risk of loss or damage shall pass to Purchaser upon Purchaser's receipt, inspection, and written acceptance at Purchaser's Facility. Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery as well as insurance to cover damages and liability for the value of the shipment. Seller shall provide proof of insurance and shall list Purchaser as a named insured on policies hereunder upon Purchaser's request.

5. WARRANTY. Seller warrants that its Products will meet Product specifications under normal and proper use in accordance with all instructions of the Product specifications. Seller also warrants that all Products shall be free from defects of material workmanship and shall be fit for the purpose for which they are purchased. If Purchaser discovers a failure of the Product to conform to this warranty, it shall notify Seller in writing. Within a reasonable time after notification, Seller will, at Purchaser's option and at Seller's cost, repair or replace the Product, or refund the purchase price. Seller also warrants to the extent the Products are not manufactured pursuant to designs provided by Purchaser, that they will be free from design defects and infringement. These warranties shall survive any inspection, delivery or acceptance of the Products, or payment by the Purchaser.

6. INSPECTION. Products purchased under these T&C's are subject to inspection and written approval at Purchaser's destination. Purchaser reserves the right to inspect and upon notice of inspection to reject and refuse acceptance of items which are not in accordance with Purchaser's specifications, plans, drawings, or instructions or Seller's warranties, whether express or implied. Seller will reimburse Purchaser for any inspection or shipping costs related to the rejected items. Payment of any of the Products received shall not be deemed an acceptance thereof. Products not accepted that are returned to Seller shall

be returned at Seller's expense and will, at Purchaser's option and Seller's cost, be repaired, reworked, or replaced within a reasonable time or Purchaser will be refunded the purchase price. Nothing contained herein or in the purchase order shall be construed so as to limit Seller's liability for Purchaser's loss, damages, injury, or death (including, without limitation, of Purchaser's employees, officers, directors, and representatives), resulting from Seller's failure to properly perform its obligations under the purchase order or Seller's negligence in the performance thereof.

7. PURCHASER PROVIDED PROPERTY. Seller shall be liable for, and shall have a duty to provide insurance against, any damage or loss to any goods or materials of Purchaser which are used or provided by Seller in connection with this order. Seller agrees not to use, reproduce appropriate, disclose to anyone other than Purchaser, any material, tooling, packaging, designs, drawings, plans, specifications and other property, data or information provided by Purchaser. Title of and all rights to the aforementioned shall remain with Purchaser. Seller bears the risk of loss or damage to such property provided by Purchaser unless such loss or damage is solely and directly caused by Purchaser's negligence. Seller agrees to return all Purchaser provided property to Purchaser upon termination, request, or completion of this purchase order or unless otherwise directed by Purchaser.

8. CONTINGENCIES. Neither party shall be liable for any default or delay in performance if caused by acts of God; war; force of arms; fire; the elements, riot; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; Seller shall prepare for and mitigate against these contingencies and shall be liable to the extent of any failure to mitigate against the occurrence or aggravated damage caused by these contingencies; Seller shall promptly notify Purchaser of the happening of any contingency and of the contemplated effect thereof on the manufacture and delivery of the Products. Purchaser may fill a purchase order, or a portion thereof, by use of a third party and cancel that purchase order, or portion thereof, in order to mitigate the costs associated with the delay if the duration of the delay is unreasonable in the opinion of Purchaser.

9. PURCHASER'S PATENTS, SPECIFICATIONS, TECHNICAL DATA. ETC. Seller acknowledges and agrees that all information shared with Seller for Seller's performance of the purchase order, including without limitation, any patents, specifications, drawings, plans, notes, instructions, engineering notices, technical data, or other documents disclosed and/or furnished to Seller by Purchaser ("Trade Secrets"), is proprietary information of Purchaser. Purchaser shall at all times retain title to all Trade Secrets and other proprietary information. Seller shall hold Purchaser's Trade Secrets and other proprietary information in confidence and not disclose, directly or indirectly, them to any party other than Purchaser or a party duly authorized by Purchaser during and after the performance of the purchase order or termination of these T&C's. Seller shall not photocopy or otherwise duplicate any such material without the prior written consent of Purchaser. Upon completion of performance of the purchase order and any other time upon Purchaser's request, Seller shall promptly return these documents, or provide proof of destruction, as well as any copies, to Purchaser. Seller hereby assigns and agrees to assign to Purchaser all rights, title and interest in and to all intellectual property resulting from or relating to Purchaser's performance of the work subject to these T&C's. In the event of any breach of this provision, Purchaser shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive performance of the purchase order and termination of these T&C's.

10. COURT ACTION. In the event Purchaser institutes a legal proceeding against Seller, or if Purchaser successfully defends any lawsuit instituted by Seller, whether based on contract, tort, or any other legal theory of recovery,



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Purchaser shall be entitled to all costs and expenses, including reasonable attorney's fees, from Seller.

11. INDEMNITY. Seller shall indemnify, defend, and hold Purchaser and its affiliates, and each of their respective officers, directors, employees, representatives, and customers, harmless from any actual or alleged claim, liability, damages, lawsuits, loss, expense, or costs including, but not limited to attorney's fees, subpoenas, summons, or discovery demands or requests, and any costs by outside consultants or advisors and any other costs imposed or associated with the purchase order and/or the performance of the work subject to these T&C's, whether for breach of Seller's representations or warranties, personal injury, death, property damage, recall, product liability, intellectual property infringement or other, brought by or incurred by Seller, Seller's employees, or any other person, arising out of the manufacture, sale, or use of the Products set forth in the purchase order or in any way connected with a breach of the warranties provided herein or the negligent acts or omissions of Seller, its agents, or employees in the performance of its obligations under these T&C's. This provision shall survive performance of the purchase order and termination or expiration of these T&C's.

12. PURCHASE ORDER CHANGES. Purchaser reserves the right to cancel any purchase order. Purchaser reserves the right to make changes of quantities ordered, changes in the specification or drawings related to the Products, or may change or amend any other term or condition of this purchase order. In the event of any such change, an equitable adjustment may be made to any price, time of performance and/or any other provisions of this purchase order in Purchaser's discretion. In order to be eligible to make a claim for equitable adjustment, Seller must make a claim for any such adjustment within fifteen (15) days from the date of receipt by Seller of such change. Seller agrees not to make any changes to the purchase order, drawings, Product specifications or otherwise without the prior written consent of Purchaser.

13. PROCESS CHANGES. Seller agrees to seek approval from Purchaser if there are any changes made to the processes or Products being provided by Seller, unless Purchaser's Supplier Quality Agreement, if applicable, provides otherwise.

14. SETOFF. Purchaser may set off any amount due from Seller to any division, subsidiary or affiliate of Purchaser, whether or not under this order, against any amount due Seller hereunder.

15. LIMITATION ON ASSIGNMENT. Seller may not assign its rights or obligations related to the work subject to these T&C's without the prior written consent of Purchaser. Any purported assignment of rights or obligations without Purchaser's prior written consent shall be void. Purchaser may assign its rights and/or obligations related to the performance of the work subject to these T&C's to any subsidiary or affiliate of Purchaser upon notice to Seller.

16. EXPORT. If the Products are to be exported, this order is subject to Purchaser's ability to obtain export licenses and other necessary papers within a reasonable period. Purchaser will furnish all Consular and Custom declarations and will accept and bear all responsibility or penalties related to any errors and omissions.

17. EQUAL OPPORTUNITY CLAUSE. This clause applies only in the event that the Products are to be used in whole or in part for the performance of government contracts and where dollar value of said Products exceeds, or may in any one year exceed \$10,000: "The equal employment opportunity clauses in Executive Order 11246 and VEVRAA, as well as the equal employment opportunity provisions contained in 41 C.F.R. §§ 60-1.4(a), 60-741.5(a), and 60-250.4, are hereby incorporated to the extent applicable."

18. ENTIRE AGREEMENT. Except for any prior confidentiality, quality or supply agreements between the parties that are applicable to this purchase order, these T&C's contain the entire agreement and understanding between Seller and Purchaser with respect to the subject matter hereof and supersedes all prior discussions and writings with respect thereto.

19. WAIVER AND SEVERABILITY. No waiver of any breach of any provision of this order shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, that provision shall be ineffective to the extent of its violation without invalidating any other provision.

20. GOVERNING LAW. The performance of the work subject to these T&C's and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Colorado as applicable to contracts executed and wholly performed therein and without regard to its conflicts of laws principles. Seller irrevocably agrees and consents to the exclusive jurisdiction and venue of the federal or state courts sitting in Denver County, Colorado with respect to any dispute, controversy or claim arising out of or relating to the performance of the work subject to these T&C's.

21. COMPLIANCE WITH LAWS, SUPPLIER CODE OF CONDUCT, AND PURCHASER POLICIES. The parties must comply with all applicable standards, provisions, and stipulations of all pertinent international, federal, state, and local laws, rules, regulations, ordinances, and Executive Orders. Seller has and will maintain in effect all the licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under these T&C's. Seller will submit to Purchaser all necessary certifications and/or documentation evidencing Seller's compliance with this Section 21. Seller must also comply with the Purchaser's Supplier Code of Conduct, a copy of which is available upon request, and all policies and procedures of Purchaser provided to Seller in writing.