

**1. APPLICABILITY.** Although labeled “Terms and Conditions of Sale” (these “Terms”), these Terms and the accompanying quotation, sales order confirmation, invoice or other documents provided by CoorsTek GK or any of its subsidiaries or affiliates (“CoorsTek”) constitute an offer (this “Offer”) by CoorsTek to sell to the buyer to which this Offer is directed (“Buyer”) the goods (“Goods”) and/or services (“Services”) identified in this Offer. This Offer consists of these Terms and the accompanying quotation, sales order confirmation, invoice or other documents provided by CoorsTek and contains all and the only terms and conditions upon which CoorsTek will sell Goods and Services to Buyer. CoorsTek may withdraw or revoke this Offer at any time prior to Buyer’s acceptance. Unless otherwise indicated in writing, this Offer expires 30 days from the date of issuance by CoorsTek.

**2. ACCEPTANCE AND ACKNOWLEDGE OF OFFER.** Buyer’s acceptance of this Offer will be confirmed by the earlier of Buyer timely (a) placing a purchase order or other request for CoorsTek to supply the Goods or Services, (b) providing any other written or oral indication that this Offer has been accepted and that the right to supply the Goods or Services has been awarded to CoorsTek, or (c) accepting delivery of the Goods or Services supplied by CoorsTek. Upon such acceptance, this Offer (including these Terms) will form a valid and binding supply contract and will constitute the entire agreement between Buyer and CoorsTek for the sale of Goods and Services (the “Order”). This Offer is expressly conditioned on Buyer’s unconditional acceptance of these Terms and the prices, specifications, and other terms stated in the Offer. CoorsTek expressly rejects all additional or different terms or conditions (i) submitted to CoorsTek in Buyer’s tender or request for proposal/quotation documents, purchase orders, shipping instructions or other acceptance documents, (ii) as set forth under any prime or other contract to which Buyer is a party, and (iii) implied by trade, custom, practice, or course of dealing. Buyer acknowledges that such additional or different terms and conditions will be deemed material alterations to the Offer and will not form part of the Order. Fulfillment of this Order does not constitute acceptance of any of other terms and conditions and does not serve to modify, add to, or amend this Order, regardless of when or how such terms and conditions were submitted to CoorsTek.

**3. PRICES.** CoorsTek reserves the right during execution of this Order to adjust the prices for Goods and Services if CoorsTek’s costs of performing the Services or producing, manufacturing, packaging, storing, or transporting the Goods increase as a result of (a) CoorsTek’s compliance with any new or amended rules, policies or Specifications of Buyer, (b) CoorsTek’s compliance with any new or amended law, regulation, or ordinance, including without limitation any change in, or introduction of, a tax and/or increased costs (such as the cost of acquiring permits or credits and plant modifications or additions) related to the management of greenhouse gas emissions or concentrations or the management of water usage or conservation, or (c) a significant change in CoorsTek’s costs for raw materials, wages, production of the Goods, or performance of the Services, as determined by CoorsTek in its sole discretion. Such price adjustments will become effective 30 days after the date CoorsTek provides Buyer with written notice of such price adjustment.

**4. PAYMENT.** Unless otherwise stated on the Order, Buyer will pay to CoorsTek the prices set forth in this Order no later than 30 days from the date of invoice. All payments will be made in the manner and to the place identified in the invoice. Extended payment terms are available, pending CoorsTek’s credit manager approval and are subject to additional charges. All Orders are subject to management approval and periodic review of credit and payment terms, which may be modified by CoorsTek on reasonable notice for cause. Payments not received when due will accrue monthly interest for delay at the statutory interest rate then in effect. CoorsTek reserves the right, among other remedies, to limit or cancel the credit of Buyer, suspend further deliveries or performance, or terminate this Order if Buyer fails to pay any invoices when due. No rebates or

discounts will apply if Buyer’s account is more than 30 days past due. Buyer will pay all reasonable attorneys’ fees, collection costs, and other expenses incurred by CoorsTek for collection of past due invoices. All claims for money due or to become due from Buyer will be subject to deduction or set off by CoorsTek by reason of any counterclaim arising out of this Order or any other transaction with Buyer.

**5. SPECIFICATIONS.** CoorsTek will manufacture the Goods strictly in accordance with the drawings and/or specifications provided by Buyer or otherwise agreed upon by Buyer and CoorsTek in writing (the “Specifications”). If any of the Goods are to be manufactured in accordance with Specifications provided by Buyer, Buyer may make changes to the Specifications by obtaining CoorsTek’s prior written consent. CoorsTek. If such changes result in delay or additional expense to CoorsTek, un-recouped capital expenditures, or unusable raw materials, WIP or finished goods, or if such changes result in the obsolescence of any Goods or materials, CoorsTek will make an equitable adjustment to the prices and/or delivery schedule, as determined in CoorsTek’s sole discretion.

**6. DELIVERY.** Unless otherwise stated on the Order, delivery will be made F.C.A. (Incoterms latest version) CoorsTek’s manufacturing site (the “Delivery Point”) using CoorsTek’s standard packaging and containers for the Goods. Any dates specified for delivery of the Goods are an estimate only and time for delivery will not be made of the essence by notice to CoorsTek. CoorsTek will not be liable for any delay in delivery of the Goods that is caused by an event described in Section 13, Buyer’s failure to provide CoorsTek with adequate delivery or other instructions that are relevant to the supply of the Goods, or any other cause outside the control of CoorsTek. A delay will not entitle Buyer to terminate or rescind the Order, unless such delay exceeds 180 days.

Unless otherwise stated on the Order, CoorsTek may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each partial shipment will constitute a separate sale, and Buyer will pay for the units actually shipped. Buyer will not be entitled to object to or reject the Goods or any portion of them by reason of a partial shipments.

**7. TITLE & RISK OF LOSS.** Risk of loss will pass to Buyer upon delivery at the Delivery Point. CoorsTek will retain title to the Goods until full payment of the purchase price of the Goods has been completed or the Goods delivered to the Delivery Point, whichever is later.

**8. CONFIRMATION OF RECEIPT.** Unless otherwise stated on the Order, Buyer must confirm the receipt of the Goods within 5 days of CoorsTek’s notice to Buyer that the Goods have been delivered to the Delivery Point. If for any reason Buyer fails to confirm the receipt of any of the Goods within such 5 day period, then CoorsTek, at its option, may store the Goods until Buyer actually receives them, whereupon Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

**9. INSPECTION & REVOCATION.** Buyer must inspect the Goods with commercially reasonable care for any defect, damage, or shortage within at least 30 days of the date of delivery. Buyer must provide written notice to CoorsTek of any defect, damage, or shortage within such 30 days period. If Buyer does not provide notice within such 30 days period, Buyer will be deemed to have accepted the Goods as qualified to the Specification, and will not be entitled to object to or reject the Goods or any portion of them. Buyer’s sole and exclusive remedies for any defect, damage, or shortage with respect to the Goods are set forth in Sections 14, 15 & 16.

**10. CARRIER.** Unless the parties agreed on the Order to use a delivery term other than F.C.A., Buyer will be responsible for all loading costs and provide equipment and labor necessary for receipt of the Goods at the Delivery Point.

In the event that Buyer designates a specific carrier to take delivery of the Goods at the Delivery Point, CoorsTek will attempt to use that carrier, provided that CoorsTek may select an alternate carrier to transport the Goods if CoorsTek, in its reasonable discretion, determines that the use of an alternative carrier is necessary to satisfy the delivery requirements. All freight, insurance, and other shipping expenses will be borne by Buyer. Buyer will inspect shipments for freight damage at time of receipt, immediately notify the carrier and CoorsTek of any freight damage, and file its claim directly with the carrier. CoorsTek is not liable for damage or losses incurred by Buyer as the result of freight damage or delays.

In the event that the parties agreed on the Order to use a delivery term other than F.C.A., the burden of the freight, insurance, and other shipping expenses will be determined in accordance with the agreed delivery terms.

**11. HANDLING FEE.** If CoorsTek agrees to prepay freight charges on behalf of Buyer and add the prepaid freight charges to the total costs of this Order, then CoorsTek may charge Buyer an additional administrative handling fee for each such shipment.

**12. NON-DELIVERY.** CoorsTek will not be liable for any non-delivery of Goods (even if caused by CoorsTek's negligence) unless Buyer gives written notice to CoorsTek of the non-delivery within 10 days of the date when the Goods, in the ordinary course of events, would have been delivered. Buyer's sole and exclusive remedy for non-delivery of the Goods will be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

**13. EXCUSABLE DELAYS.** CoorsTek will not be liable for damages (including, without limitation, consequential or incidental damages), nor be deemed to have defaulted under or breached this Order, for any failure or delay in its performance resulting from causes beyond its control, including without limitation: acts of God; fire, flood, earthquake, explosion or other casualty or accident; global or local health emergency, pandemic or epidemic; strikes, labor disputes, labor stoppages or slowdowns, or other industrial disturbances; inability to procure parts, supplies, raw materials, transportation facilities, fuel, power or labor; war, invasion, hostilities, terrorist threats or acts, riot, or other violence; breakage or failure of equipment, machinery or apparatus; any law, order, proclamation, regulation, ordinance, demand, requirement or action of any government agency; the default or declaration of a force majeure by a supplier or subcontractor of CoorsTek; or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of CoorsTek which makes impractical the performance of the Services or the manufacture, transportation, or shipment of the Goods or of a material or other resource upon which the manufacture, transportation, or shipment of the Goods depends. Should CoorsTek experience an excusable delay, it will cooperate with Buyer in reasonable ways to minimize the impact of such circumstances.

**14. WARRANTY.** Unless otherwise stated on the Order, CoorsTek warrants that, for a period of 12 months from the date of delivery of the Goods to the Delivery Point, the Goods manufactured by CoorsTek and provided under this Order will: (a) be free from material defects in material and workmanship; and (b) materially comply with the Specifications. These warranties do not apply to any Goods or materials that are manufactured by a third party and that constitute, contain, or are incorporated into, attached to, or packaged with the Goods. These warranties also do not apply if (i) the damage to or defect in a Good is caused by abuse, misuse, accident, neglect, improper testing, installation, or handling, abnormal physical stress or environmental conditions, or use contrary to CoorsTek's instructions, (ii) Buyer or its agents or customers make further use of the Goods after discovery of a defect in such Goods, (iii) Buyer or its agents or customers alter or repair the Goods without the prior written consent of CoorsTek, or (iv) the damage to or defect in a Good is that which should

normally be found during Buyer's inspection described in Section 9 and Buyer failed to notify CoorsTek within 30 days of the date of delivery. CoorsTek warrants that its Services will be performed by CoorsTek in accordance with generally recognized industry standards for similar services under similar circumstances. COORSTEK MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, OR AS STATED IN ANY COORSTEK LITERATURE OR OTHER SALES BROCHURES, WITH RESPECT TO THE GOODS, OTHER PRODUCTS, OR SERVICES PROVIDED UNDER THIS ORDER. COORSTEK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Experimental, developmental or special application Goods or Goods requiring destructive testing are sold without warranty. In such case, CoorsTek warrants that the goods shall meet applicable Specifications when shipped by CoorsTek but CoorsTek shall have no other or further responsibility whatsoever.

**15. BUYER'S EXCLUSIVE REMEDIES.** If any Goods do not conform to the warranties set forth in Section 14, CoorsTek will, at its option, repair or replace such Goods (or the defective part) or refund the purchase price for such Goods (or the defective part) at the pro rata contract rate by crediting Buyer's account, provided that, if CoorsTek so requests, Buyer will, at CoorsTek's expense, return such Goods (or the defective part) to CoorsTek. CoorsTek's exercise of one of these options will not prejudice its exercise of other options in other circumstances. Goods may not be returned to CoorsTek without Buyer first obtaining a Returned Goods Authorization Number. The return to CoorsTek of any nonconforming Goods and delivery of any repaired or replaced Goods will be at CoorsTek's expense unless, Buyer did not give CoorsTek written notice of the defect within 30 days of the time Buyer discovered or reasonably should have discovered the defect, or after inspection by CoorsTek, CoorsTek determined, in its reasonable discretion, that the returned Goods are conforming to the warranties set forth in Section 14. Buyer will retain title to returned Goods until CoorsTek verifies that the Goods do not meet the warranties set forth in Section 14. If any Services do not conform to the warranties set forth in Section 14, CoorsTek will, at its option, re-perform such Services (or the defective part) or refund the purchase price for such Services (or the defective part) at the pro rata contract rate by crediting Buyer's account. THE REMEDIES SET FORTH IN THIS SECTION 15 ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND COORSTEK'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 14. IN NO EVENT WILL COORSTEK BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR LOSSES ARISING FROM A FAILURE OF THE GOODS OR SERVICES TO CONFORM TO THE WARRANTIES SET FORTH IN SECTION 14. The purpose of these express exclusive warranty remedies is to provide Buyer with replacement, exchange, re-performance, or credit for nonconforming Goods or Services. The exclusive remedies will not be deemed to have failed for their essential purpose as long as CoorsTek is willing and able to replace, exchange, re-perform, or credit such nonconforming Goods or Services.

**16. LIMITED LIABILITY.** (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COORSTEK BE LIABLE TO BUYER OR TO ANY THIRD PERSON OR ENTITY WITH RESPECT TO THE SUBJECT MATTER OF THIS ORDER, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHER THEORY, FOR ANY (I) INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR (II) DAMAGES RELATING TO DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR LOSS OF SALES, CONTRACTS, BUSINESS, PROFITS, REVENUES, PRODUCTION, SAVINGS, DATA, OPPORTUNITY, USE, REPUTATION, OR GOODWILL, EVEN IF THE REMEDIES PROVIDED FOR IN THIS ORDER FAIL FOR THEIR ESSENTIAL

PURPOSE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES OR THE FOREGOING DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

(B) SUBJECT TO SECTION 16(A) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COORSTEK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY EXCEED THE LESSER OF (I) THE TOTAL OF THE AMOUNTS PAID TO COORSTEK FOR THE GOODS AND SERVICES SOLD PURSUANT TO THIS ORDER DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY, OR (II) \$500,000.

(C) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY ACTION AGAINST COORSTEK MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE DATE SUCH CAUSE OF ACTION ACCRUED. EACH PROVISION IN THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY, OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

**17. ASSUMPTION OF RISK & INDEMNIFICATION.** (A) Buyer is solely responsible for determining that the Goods and Services are appropriate for Buyer's intended use or application. Buyer acknowledges that it is familiar with and assumes all risks and liability associated with the Goods and Services and their use. Unless otherwise agreed to by Buyer and CoorsTek in writing, Buyer is solely responsible for determining whether any verbal or written technical advice, assistance, recommendations, opinions, statements, or other information of CoorsTek is appropriate for Buyer's intended use or application. Any such information is provided by CoorsTek to Buyer on an "AS IS" basis, and CoorsTek makes no claims, promises, warranties, representations, or guarantees, either express or implied, concerning such information, including without limitation as to the accuracy, completeness, adequacy, quality, merchantability, and fitness for a particular purpose of such information.

(B) Buyer will indemnify, defend, and hold harmless CoorsTek and its owners, parents, affiliates, subsidiaries, officers, directors, employees, representatives, and agents, from and against any and all liabilities, losses, damages, claims, costs or expenses (including reasonable attorneys' fees and costs) incurred by CoorsTek with respect to (i) claims of misuse of proprietary information and infringements of IP based on designs, drawings, Specifications, or other information which Buyer provides to CoorsTek or which is developed by CoorsTek or others in conjunction with Buyer, (ii) the design, manufacture, integration or usage of a Good which alone or as a component in an assembly, is alleged or proved to have caused injury or damage, (iii) Buyer's failure to comply with any applicable foreign, federal, state, or local law, rule, regulation, order, ordinance, or Executive Order of any applicable jurisdiction, including without limitation Japan and U.S. export control laws, regulations, or orders, or Buyer's failure to provide CoorsTek adequate information related thereto, and (iv) any breach of Buyer's obligations under this Order.

**18. INSURANCE.** Buyer will carry and maintain the following insurance: (a) worker's compensation and employers' liability Insurance as required by applicable laws; (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 covering the replacement cost of the property insured. Buyer will provide to CoorsTek certificates of insurance upon request. The failure of Buyer to comply with any or all of the insurance provisions of this Order will not be construed to limit or relieve Buyer of any of its obligations under this Order.

**19. TOOLING.** (A) Any plant, machinery, equipment, molds, tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, and documentation (including engineering specifications and test reports) any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto (collectively, "Tooling") that CoorsTek requires to perform its obligations under this Order will, at all times, be and remain the sole and exclusive property of CoorsTek and in the custody and control of CoorsTek. Regardless of whether the cost of designing and producing any Tooling is paid for or reimbursed by Buyer, Buyer will have no ownership rights therein, except as set forth in Section 19(B) below.

(B) Buyer may purchase Tooling that CoorsTek specifically manufactured or acquired for the sole purpose of supplying the Goods to Buyer. Such purchase shall be made on pricing and terms set forth on the face of this Order or as otherwise agreed upon by CoorsTek and Buyer in a writing signed by an authorized representative of both CoorsTek and Buyer. The purchase price for the Tooling paid by Buyer shall be nonrefundable unless otherwise agreed upon by Buyer and CoorsTek in writing. Upon payment of the purchase price for the Tooling, Buyer shall be the sole and exclusive owner of the Tooling, except that under no circumstances shall Buyer obtain or receive any ownership, license, or use rights with respect to any CoorsTek IP or other proprietary information incorporated into, used to manufacture, or otherwise arising out of or relating to the Tooling. Any Tooling purchased by Buyer shall remain in the custody and control of CoorsTek. Upon termination or expiration of this Order, Buyer and CoorsTek shall agree upon whether any Tooling purchased by Buyer shall be delivered to Buyer or destroyed. If any Tooling purchased by Buyer will be delivered to Buyer, CoorsTek may, at its sole option, remove any CoorsTek IP or other proprietary information from the Tooling or destroy any Tooling where CoorsTek IP or other proprietary information cannot be removed.

**20. BUYER SUPPLIED ITEMS.** From time to time Buyer may supply CoorsTek with tooling, molds, equipment, or other items owned by Buyer to be used with or incorporated into the Goods (collectively, "Buyer Items"). Buyer Items must include explicit markings or other identification on them stipulating that they are Buyer's property. CoorsTek will use reasonable measures to protect and preserve Buyer Items while they are in CoorsTek's custody and control and will only be liable for replacement of Buyer Items if any of them are lost, destroyed, or rendered useless due solely to CoorsTek's gross negligence. Unless otherwise agreed to by the parties in writing, Buyer Items will be returned to Buyer upon expiration of this Order or CoorsTek's receipt of Buyer's written request in substantially the same condition as received, less normal wear and tear. Buyer warrants that Buyer Items will comply with all applicable foreign, federal, state, and local laws, rules, regulations, and ordinances and will meet all performance, specification, and inspection criteria of CoorsTek. CoorsTek will have a lien for any amounts owed by Buyer to CoorsTek attaching to all Buyer Items supplied by Buyer under this Section 20.

**21. INTELLECTUAL PROPERTY.** CoorsTek is the sole and exclusive owner of the IP associated with or attached to the Goods or Services. Any IP first made or conceived by CoorsTek in the performance of this Order, or which is derived from or based on information supplied by Buyer that is not otherwise subject to a separate written confidentiality agreement executed between the parties, will be the sole and exclusive property of CoorsTek. Buyer will execute such documents as necessary to perfect CoorsTek's title in all such IP and will irrevocably assign all such IP and other rights acquired by Buyer by operation of law or otherwise. Buyer agrees that this Order does not grant to Buyer, and that Buyer will not obtain or claim, any right, title, interest, option, or license to any IP now or hereafter held by CoorsTek. Buyer further agrees that it will not decipher, decompile, disassemble, or reverse engineer any of the Goods sold hereunder. As used herein, "IP" means all rights in and to Japan, U.S. and any other jurisdiction (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names,

logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**22. CONFIDENTIALITY.** All non-public, confidential, or proprietary information of CoorsTek (including, without limitation, the terms of this Order and any specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates) disclosed by CoorsTek to Buyer or which Buyer becomes aware in the course of carrying out its obligations under this Order, whether disclosed orally or in written, electronic or other form or media, and whether or not identified as "confidential," is confidential and may not be disclosed or copied by Buyer without CoorsTek's prior written consent. Upon CoorsTek's request, Buyer will promptly return all documents and other materials of CoorsTek. CoorsTek will be entitled to injunctive relief for any violation of this Section 22. This Section 22 does not apply to information that is: (a) in the public domain through no act or omission of Buyer; (b) known to Buyer at the time of disclosure as evidenced by written records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

**23. TERMINATION.** (A) Each party will have the right to terminate this Order (a) upon a material breach by the other party of any term or condition stated in this Order, provided that the non-breaching party gave the breaching party written notice of the breach and the breaching party failed to cure such breach, or present the non-breaching party with a plan to cure such breach, within 10 days after the breaching party's receipt of the written notice of such breach, or (b) in the event the other party becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In the event that CoorsTek finds that Buyer has breached any other order or contract that Buyer has with CoorsTek, CoorsTek may terminate this Order, in whole or in part. Buyer will remain liable under this Order in the event of such termination by CoorsTek. CoorsTek may also terminate this Order or suspend performance or deliveries under this Order if the costs incurred by CoorsTek in performing its obligations under this Order exceed the amounts paid by Buyer to CoorsTek for Goods and Services supplied under this Order.

(B) Buyer shall only be entitled to terminate this Order early for convenience if Buyer placed this Order pursuant to Buyer's prime contract with a government and such prime contract is terminated by the government or is so changed by the government as to necessitate termination of this Order. In such event, Buyer may terminate the Order or any part thereof by written notice to CoorsTek specifying the extent of termination and the effective date. In the event of such termination, CoorsTek shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. CoorsTek shall be paid a percentage of the Order price reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges CoorsTek incurred resulting from the termination. CoorsTek shall not be required to comply with the governmental cost accounting standards or government contract cost principles for this purpose. This provision does not give Buyer or the government any right to audit CoorsTek's records.

(C) In the event of any early termination or cancellation of this Order by Buyer for any reason, in addition to any other remedies available to CoorsTek under law or under this Order (including this Section 23), CoorsTek shall be entitled to payment for all work performed through the date of termination, plus reimbursement of all costs for materials, tooling, WIP, shipping, transportation,

handling, and labor incurred by CoorsTek through the date of termination, less any value for scrapped materials received by CoorsTek. All materials, tooling, and other items or property purchased by CoorsTek through the date of termination shall remain CoorsTek property and shall not be transferred to or become Buyer's property upon termination or upon any payment made by Buyer in connection with termination.

**24. NON-WAIVER/SEVERABILITY.** CoorsTek's waiver of any right under this Order will not constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Order is determined to be invalid, such invalidity will not affect the validity of remaining portions of this Order, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

**25. INDEPENDENT CONTRACTORS.** The relationship of the parties established under this Order is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Nothing in this Order will preclude CoorsTek from providing similar goods or services to others.

**26. SUBCONTRACT & ASSIGNMENT.** CoorsTek expressly reserves the right to subcontract all or part of this Order without the consent of Buyer. CoorsTek reserves the right to assign any of its rights or obligations under this Order without the consent of Buyer. Buyer will not assign any of its rights or obligations under this Order without the prior written consent of CoorsTek. Any assignment without CoorsTek's consent will be null and void.

**27. SURVIVAL.** The provisions of this Order that, by their sense and context, are intended to survive performance by either or both parties will also survive the completion, expiration, termination, or cancellation of this Order.

**28. TAXES.** Unless otherwise stated on this Order, prices do not include, and Buyer is responsible for the payment of all, taxes associated with the Goods and Services provided hereunder, including without limitation sales, use, excise, rental, personal property, and any other taxes or assessments levied by any foreign, federal, state, municipal, or other governmental authority.

**29. COMPLIANCE WITH LAWS.** Each party shall comply with all applicable standards, provisions, and stipulations of all foreign, federal, state, and local laws, rules, regulations, ordinances, and Executive Orders of any applicable jurisdiction. In addition, each party will, at all times, act in a lawful manner and will not use monies associated with this Order to bribe government officials.

**30. EXPORT COMPLIANCE.** CoorsTek is subject to export and import laws and regulations. Buyer agrees to provide CoorsTek, in a timely manner, all information and documents necessary for CoorsTek to examine and comply with any legal restrictions regarding applicable export controls in relation to the performance of this Order. Buyer also agrees that it will not export, re-export, release or otherwise transfer, directly or indirectly, Goods, technical data, and/or Services provided by CoorsTek in violation of Japan, U.S. or any other applicable law. Buyer is responsible for obtaining any necessary government authorization required to ensure compliance of Buyer with any applicable law. Buyer represents and warrants that any export controlled Goods or information that are subject to Japan, U.S. or other applicable export controls will be appropriately marked or otherwise labeled in accordance with applicable law. Orders requiring CoorsTek to obtain export licenses may be subject to additional fees and/or minimum order requirements. In the case the transaction envisaged in the Order is barred due to applicable export control restrictions or if the required export license is not granted, or CoorsTek has reasonable apprehension that the performance of the Order may violate any applicable export control restrictions, CoorsTek shall be entitled to withdraw from the Order in whole or in part and be released from its affected contractual obligations. CoorsTek is not obliged to



challenge a formal decision of the competent authorities or take legal action in case of unduly lengthy duration of the application proceedings.

**31. AIRCRAFT COMPONENTS.** Unless otherwise stated on the Order, Buyer warrants that the Goods or Services are not intended for use as components or components of assemblies used in aircraft (military or commercial).

**32. MEDICAL DEVICES.** Unless otherwise stated on the Order, Buyer warrants that the Goods or Services 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 FDA or any other authority's approval.

**33. CHOICE OF LAW, JURISDICTION, & VENUE.** The laws of Japan will govern, construe, and interpret this Order, notwithstanding conflict of laws. The parties elect not to be bound by the United Nations Convention on Contracts for the International Sale of Goods ("Convention") excluding Article 19 of the Convention. All disputes, controversies or differences arising out of or in connection with this Order shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The language to be used in the arbitral proceedings shall be English.

**34. MODIFICATION & MERGER.** This Order may be modified only by a written agreement that is expressly designated as an amendment to this Order and is signed by both the parties. This Order comprises the entire agreement between the parties and supersedes all prior or contemporaneous oral and written understandings, agreements, negotiations, representations, warranties, and communications between the parties.