STANDARD TERMS AND CONDITIONS OF SALE

PURCHASE AND SALE OF PRODUCTS. These Standard Terms and Conditions of Sale ("**Terms**") apply to the order (the "**Order**") for products ("**Products**") referenced in the attached order acknowledgment (the "**Order Acknowledgment**"), delivered by the buyer reflected in such Order Acknowledgment ("**Buyer**") to COIM USA, INC. ("**COIM**"). Buyer may reject these Terms and cancel the Order by delivering a written or electronic Order cancellation (each an "**Order Cancellation**") to COIM within twenty-four (24) hours of the time of issuance of the Order Acknowledgment. Absent Buyer's timely delivery of an Order Cancellation, the Order shall be deemed accepted by COIM and shall be binding upon COIM and Buyer, subject to the provisions of the Order Acknowledgment and these Terms ("**Acceptance**"). In the event of any conflict between these Terms and any terms set forth on a purchase order or other procurement document issued by Buyer, these Terms shall in all respects be controlling regardless of any provision in such purchase order or procurement document stating (i) that the terms of the purchase order or procurement document are controlling or (ii) that the order referenced in the purchase order or procurement document is conditioned upon COIM's agreement to certain other terms or conditions (which provisions are rejected and shall be inoperative); unless such conflict shall be resolved by a written amendment or waiver of these Terms signed by both parties. Any terms set forth on a purchase order or other procurement document issued by Buyer in addition to those set forth in these Terms are rejected and shall be of no force or effect, notwithstanding any provision of such document as described in (i) or (ii) above. COIM's failure to object to provisions contained in any purchase order, procurement document or other communication from Buyer shall not be deemed a waiver of the provisions herein. COIM reserves the right to revise the Terms at any time. Any such revision will be binding and effective immediately upon posting of the revised Terms on COIM's web site. COIM's most current Terms may be found at www.coimgroup.com. No other modification or waiver of these Terms shall be binding unless agreed to in writing by authorized representatives of COIM and Buyer.

ORDERS. All orders for custom products are non-cancelable upon Acceptance, unless COIM otherwise consents in advance in writing. If an Order is cancelled following Acceptance, Buyer must reimburse COIM any costs, charges, or expenses that COIM has or may suffer as a result of such cancellation. Delivery dates for shipments provided by COIM are estimates only, and COIM shall have no liability for any failure to meet any estimated delivery date.

PRICE. Prices set forth in the Order Acknowledgment do not include freight, handling fees, taxes, or other duties. COIM reserves the right to change pricing for future orders unless otherwise agreed by the parties in advance in writing. COIM will use reasonable commercial efforts to provide Buyer with thirty (30) days' advance notice of any such price changes.

PAYMENT. Payment terms for Products purchased by Buyer without established credit terms from COIM are due on COIM's invoice date. If Buyer has established credit terms with COIM, payment for Products is due Net 30 from the invoice date, unless otherwise agreed by the parties in writing. All sums shall be payable in legal tender of the United States of America. Buyer shall reimburse COIM for all taxes or other charges or fees COIM is required to pay to any governmental authority as a result of the manufacturer, sale, shipment or use of a Product (other than income taxes payable by COIM). If Buyer is in any respect in default under any provisions hereof, COIM may suspend further deliveries until the default is remedied. Any past due amounts owing to COIM shall accrue interest at the lesser of one percent (1%) per month, or the maximum interest rate permitted by applicable law. Any wire transfer fees incurred by COIM are the responsibility of Buyer and will be invoiced by COIM to Buyer. Buyer shall pay to COIM all costs, expenses and fees including, without limitation, attorneys' fees, incurred by COIM in collecting any amounts due and owing hereunder. In the event Buyer fails to make a required payment hereunder, COIM may, in addition to any other rights or remedies it may have, defer shipments, accelerate due dates on some or all amounts owed, and/or require cash or other security.

SHIPMENT. Products shall be delivered by COIM to Buyer at such delivery location as is specified on the Order Acknowledgment. Title to and risk of loss of the Products shall pass to Buyer at the COIM facility supplying the Products (the "**Point of Delivery**") upon delivery to a common carrier. Buyer shall be responsible for all expenses incurred for the transportation, cartage and storage of the Products from and after delivery of such Products to the carrier at the Point of Delivery, including insurance charges and any applicable taxes and government charges or levies in connection therewith. COIM may, in its sole discretion, purchase insurance on any shipment to Customer, and charge Customer for same. COIM will credit to Customer any amounts paid on claims under any such insurance paid by Customer. COIM shall not be liable to Buyer for any damages claimed or other liabilities resulting from delay in delivery. Orders shipped outside the United States may be subject to the customs fees and import duties of the country to which they are being shipped. These charges are due at time of delivery and are the responsibility of Customer. These charges are not calculated during shipping and are not collected by COIM. Buyer should consult its local customs office for more details about duties and taxes. COIM is not responsible for delays due to unforeseen circumstances or customs. All shipment and trade terms set forth in the Order Acknowledgment are governed by Incoterms 2010.

BUYER OBLIGATIONS. Buyer acknowledges and agrees that COIM has made available to it the Material Safety Data Sheet applicable to each Product ("**Regulatory Documentation**"). Buyer acknowledges and agrees that it is solely responsible for the sale selection, unloading, handling, storage, use, transport and disposal of Products in accordance with applicable law and the Regulatory Documentation, and warrants and covenants to COIM that it will do so. Buyer warrants that it has used its own independent skill and expertise in connection with the foregoing, and that it possesses the skill and expertise necessary to comply with its obligations hereunder. Buyer shall indemnify, defend, and hold Seller harmless from and against any claims, losses, liabilities, costs, expenses and fees (including, without limitation, reasonable attorneys' fees) arising out of a breach of Buyer's obligations under this paragraph, and/or Buyer's discharge, storage, handling and/or use of any Product purchased hereunder.

LIMITED WARRANTY. COIM warrants to the original Buyer of each Product that the Product will substantially conform in all material respects to the Certificate of Analysis issued by COIM for the purchased Product (the "**Specifications**") for period of one (1) month from delivery (the "**Warranty Period**"). If a Product does not conform to this Limited Warranty and Buyer provides written notice of same to COIM during the applicable Warranty Period, then COIM shall, at its expense, replace the Product so that it does so conform or, at the discretion of COIM, provide a credit for the Product purchase price, provided that Buyer complies with these Terms including the provision titled **Warranty Service** below. This remedy shall be COIM's sole obligation, and Buyer's sole remedy, for any breach of

this Limited Warranty. **This Limited Warranty covers only Products sold and used within the continental United States of America. Products sold or transported outside the continental United States of America are not covered under this Limited Warranty.**

LIMITED WARRANTY EXCEPTIONS. Notwithstanding the foregoing, the Limited Warranty shall not apply: (i) if the Product which is subject to the Limited Warranty has been modified, changed or altered, (ii) if the Product is used in any manner other than as contemplated by the Specifications; (iii) if the nonconformity results in whole or in party from Buyer's failure to maintain the Product in accordance with the Specifications or any Product documentation delivered by COIM to Buyer with same, or (iv) if the nonconformity results in whole or in party from any cause outside the control of COIM.

WARRANTY SERVICE. No Products may be returned to COIM without COIM's prior, written authorization. All Products authorized by COIM for return to COIM should be returned in their original packaging and be in unused condition. If COIM determines following return of the Product, that the Product does not conform to the Limited Warranty, COIM shall replace the Product as described in the **LIMITED WARRANTY** provision above, and shall return the Product to Buyer at COIM's expense. In the event COIM determines that any problem with a Product is not the result of a breach of warranty, Buyer shall pay COIM for replacing the Product at COIM's then-current prices and hourly rate, as well as all shipping and insurance costs related to transport of the Product. THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. COIM SPECIFICALLY DISCLAIMS ALL SUCH OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS. OTHER RIGHTS MAY APPLY, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL COIM BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INJURIES TO PERSONS OR PROPERTY, LOSS OF USE OF PROPERTY, OR DAMAGES FOR WHICH BUYER MAY BE LIABLE TO OTHER PERSONS OR ENTITIES, ARISING FROM ANY SALE OF PRODUCT, EVEN IF COIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER THE CLAIM IS FOR BREACH OR REPUDIATION OF CONTACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHERWISE. COIM'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY SALE OF PRODUCT SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER TO COIM FOR THE PRODUCT. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE MATERIAL AND ESSENTIAL TERMS, AND THAT THE FEES REFLECTED IN THIS INVOICE ARE A DIRECT RESULTS OF THOSE TERMS. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

FORCE MAJEURE. "Force Majeure" means any event beyond the reasonable control of the party affected and includes, without limitation, fire, flood, other natural catastrophes, war, terrorist act, embargo, strike, labor dispute, riot, inability to secure materials, labor or transportation or the intervention or decree of any governmental authority. If any party is delayed by Force Majeure in the performance of its obligations under these Terms, it shall inform the other party, give a description of the cause of the Force Majeure, and provide a good faith estimate of the likely duration of the continuation of the Force Majeure. The affected party's time for performance of its obligations under this Agreement shall be extended during the continuation of the Force Majeure. The foregoing shall not apply to any obligation to make payment hereunder.

PROPRIETARY PRODUCTS. The Products contain the proprietary information and technology of COIM. As a condition of purchase of a Product, Buyer agrees not to disassemble, reverse engineer, modify, or copy the Product, or to permit any third party to do so. Buyer must not remove any proprietary legends or markings on any of the Products.

MISCELLANEOUS. These Terms and the Order Acknowledgment may not be assigned by Buyer with COIM's prior, written consent. Any purported assignment made in violation of this paragraph shall be void and ineffective for all purposes. These Terms shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New Jersey (without giving effect to principles of conflicts of laws). Any dispute arising out of or relating to these Terms or any sale of Products by COIM to Buyer shall be brought in the federal or state courts located in the State of New Jersey, the exclusive jurisdiction and venue of which the parties irrevocably consent to for this purpose. These Terms and the Order Acknowledgment set forth the entire agreement and understanding of the parties with respect to transactions contemplated hereby and supersedes any and all prior contracts, agreements and understandings of the parties relating to the subject matter hereof. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision contained herein. The United Nations Convention on the International Sale of Goods shall not apply.

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