

Spectra-Mat Inc. 2021 GENERAL CONDITIONS OF SALE

1. APPLICABILITY – GOVERNING PROVISIONS

The following General Conditions of Sale (hereinafter “GCS”) and any other document attached to same or referred to by same constitute the entirety of regulations governing the agreement between Spectra-Mat, Inc. (“SMI”) and the BUYER (“BUYER”). BUYER’S order is binding only when accepted in writing by SMI. SMI acknowledges receipt of BUYER’S order for the Goods, but acceptance is expressly conditioned on BUYER’S assent to the present GCS. The GCS are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing, with an instrument duly executed by each party. The parties agree that the GCS contained herein constitute the entire agreement between BUYER and SMI with respect to SMI products (the “Products”), and supersede all prior or contemporaneous negotiations, understandings and agreements. No terms and conditions stated in or attached to BUYER’S communications to SMI, including but not limited to, enclosed to BUYER’S purchase orders, are applicable to these GCS in any way and are not to be considered BUYER’S exceptions to the provisions of these GCS. To the extent of any conflict or inconsistency between the GCS and any purchase order documentation, the GCS shall prevail. The drawings, measurements, overall sizes, tolerances, weight, consumption, performance of the Products as well as the construction, function and use specifications of the Products and the suitability of same for their destined use by the BUYER, if and to the extent they are provided by BUYER, are binding for SMI only if they are specifically accepted in writing by the same and are expressly indicated in the contractual documents relative the sale hereby (the “Contractual Documents”). The references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2010 edition or any subsequent edition in place upon receiving the order acknowledgement by SMI.

2. PRICE

Unless otherwise agreed and specified, the prices quoted are understood to be Ex-works (EXW) and subject to adjustment to SMI’s price list at the time of shipment. In all cases the prices are net of VAT, customs duties, special packaging costs, insurance policies, taxes and any other additional costs. SMI can prepay freight and insurance charges, as well as packing (whether special or not), upon BUYER’S request and will list the concerning expenses on the invoice.

In the event of an increase or decrease in applicable freight charges before the Products are shipped, such charge in freight will be for the BUYER’S account. Any additional expenses

sustained by SMI in the supply of the Products shall be invoiced separately. Taxes and other Charges: BUYER will pay, or reimburse SMI if it pays, any and all taxes or tariffs or any other similar charges imposed upon the Contractual Documents, the Products covered hereby or the delivery or use thereof or upon any act done or document or title or instrument used in connection with the sale transaction, and any and all taxes, tariffs or charges imposed upon or measured by the sales contemplated herein or the purchase price payable hereunder..

3. CONDITIONS OF PAYMENT

The terms of payment are cash upon delivery (C.O.D) or Letter of Credit, except where credit terms have been previously approved by SMI, in which case terms of payment are net thirty (30) days from the date of invoice. Any late payments are subject to a finance charge of the lesser of 1.5% per month or the maximum amount allowed by law. SMI reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. Unless otherwise agreed to by the parties in writing, all payment shall be made in United States Dollars. The BUYER shall have no right, under any circumstances, to defer payment beyond the term indicated above, in particular because of delays in the delivery of the Products, claims of whatever nature relating to the delivery of the Products. If the financial conditions of the BUYER degenerate to such a level that doubts are placed upon its solvency, or in the case of non-payment of any previous deliveries by the BUYER, SMI shall have the right to stop the delivery, unless a suitable guarantee is given by the BUYER or same provides total payment of any other outstanding accounts, before the delivery. Unless authorized in writing by SMI, any payments, discounts, authorizations to return goods and/or recognition of non-conformities of the Products made to or authorized by an agent shall not in any way be valid or binding upon SMI. If BUYER fails to give all necessary instructions and documents for the contractually-agreed performance, or BUYER shall otherwise cause or request a delay, the BUYER shall pay in addition to the price, all storage and other relevant costs.

SMI shall be entitled to withhold services’ supply and/or Products delivery and, in this case, put the goods in storage, if BUYER owes any amounts or is late with payment. Where SMI arranges storage on the BUYER’S behalf or for a reason in clauses set out above, all charges for storage and insurance shall be payable by the BUYER.

4. TERMS OF DELIVERY

Unless otherwise agreed and specified, the Products shall be delivered Ex-works (EXW). In the absence of precise

instructions from the BUYER, the shipping will take place by the method of transport which SMI considers the most appropriate. The Products shall be insured against transport risks only upon request by the BUYER who shall pay the related expenses. All claims for loss or damage during shipment must be filed by BUYER with the carrier. Unless otherwise specifically agreed to in writing, shipping dates are estimates of approximate dates only and are not guaranteed. SMI will use every effort to make shipments as scheduled and may make partial shipments.

5. FORCE MAJEURE

SMI shall not be considered as being in default of the obligations provided for herein if said default is due to a force majeure. Force majeure is understood to be any event beyond the control of SMI such as, by way of example but not limited to, natural disasters, fires, floods, earthquakes, government acts, laws or regulations, national or corporate strikes, or any other reasons beyond its control such as accidents to machinery, acts of sabotage, riots, delays in transportation or lack of transportation facilities, fuel or energy, manpower, spare parts or materials shortage, or non-performance or delay on the part of the suppliers.

6. TRANSFER OF RISK AND OWNERSHIP

Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold, together with the ownership of such Products, shall pass to BUYER at the time of delivery of the Products as defined in Article 4 above.

7. CONFORMITY DELIVERED - ORDERED

Any discrepancy between the Products ordered and delivered must be notified by the BUYER no later than 7 calendar days from the receipt of the Products. When said term has elapsed without notice from the BUYER, the Products delivered shall be deemed conforming to the purchase order as confirmed by SMI.

8. WARRANTY

SMI guarantees that the Products delivered shall be free from operational and material defects and shall comply with the description and specifications indicated in the Contractual Documents. This warranty shall have a term of THREE (3) MONTHS. THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY IS MADE HEREUNDER BY SMI AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS EITHER

EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS SOLD HEREUNDER. SMI MAKES NO WARRANTY THAT THE PRODUCTS DO NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR SIMILAR RIGHTS OF THIRD PARTIES AND SMI DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT. No warranty is given for products or components not manufactured by SMI. Additionally, the warranty set forth above shall not apply to defects resulting from (i) loss or damage in transit; (ii) unreasonable or inadequate storage, installation, maintenance; (iii) accident; (iv) BUYER's attempt to make or cause to be made any repairs or alterations on the Products and parts covered during the warranty period without the prior written permission of SMI; (v) BUYER's acts or omissions which subject the Products to more rigorous environments than are set forth in the applicable specifications, including without limitation BUYER's use of toxic, corrosive or caustic liquids and/or gases with the Products; (vi) BUYER's negligence, mishandling, misuse, abuse or use which is not in accordance with SMI's specifications and instructions; or (vii) any defects which BUYER has detected after the end of the term of the warranty herein or that has not claimed within the terms herein established. SMI reserves the right to examine the Products returned to determine if the warranty is applicable. Every claim from any cause shall be deemed waived by the BUYER unless made in writing within thirty (30) days as of BUYER's discovery of the defect, provided that all claims must be submitted in writing to SMI within three (3) months from BUYER's initial receipt of the Products to which such claim is related. No legal proceeding shall be brought for any breach of warranty and/or contract more than three (3) months after the accrual of the cause of action therefor. During the term of the warranty set forth above, SMI will promptly rework and/or repair the defective Products which for their features can be reworked/repared. Unless otherwise agreed and specified, BUYER shall be responsible for all transportation charges incurred in returning Products to SMI for rework; BUYER shall have obtained a Returned Material Authorization ("RMA") number and specific shipping instructions from SMI prior to its shipping of the Products to SMI. Such RMA number must be displayed prominently on the outside of the box that contains the returned Product. SMI shall not unreasonably deny BUYER authorization to ship Products to SMI. SMI shall return reworked Products to BUYER, with transportation charges prepaid by SMI, unless otherwise agreed. If SMI, in its sole discretion, determines that it is not commercially practicable to rework Products returned by BUYER, and in case of Products which for their features cannot be reworked, SMI at its own option will either (i) replace those Products or (ii) refund the purchase price to

BUYER. BUYER expressly agrees that should SMI replace returned Products, the replacement Products may consist of or contain refurbished goods, where technically feasible. Any refurbished goods or parts SMI ships to BUYER under this Article shall be equivalent to new in performance, shall meet SMI' specifications or the specifications agreed to by BUYER and SMI in writing and referring to the purchase order, and shall be subject to the limited warranties set forth in this Article. SMI shall be responsible for any transportation charges incurred in shipping replacement Products to BUYER.

9. LIMITATION OF LIABILITY

BUYER's sole and exclusive remedy, and SMI' sole liability, for breach of warranty concerning the Products shall be, at SMI's sole option, rework of the Product, where feasible, or replacement or refund as per Article 8 above, if the applicable warranty period described has not expired. If the warranty period has expired, SMI shall not be liable for any damages of any kind whatsoever. SMI shall not be liable for any defect in the Products sold hereunder and BUYER releases SMI from any and all liability for negligence by SMI with respect to any activity engaged by SMI with regard to the Products sold hereunder and from any and all liability imposed upon manufacturers or sellers of goods under section of the restatement of torts, 2nd or under any similar legal theory. BUYER acknowledges that it alone has determined that the Products purchased hereunder will suitably meet the requirements of their intended use. It is expressly understood that any technical advice furnished by SMI with respect to the use of Products is given without charge and SMI assumes no obligation or liability for the advice given on results obtained. All such advice being given and accepted at BUYER's risk. The maximum liability of SMI, including attorney's fees, for any and all damages arising out of, or in connection with, the sale of Products shall be limited to the price of the Products. SAES shall have no liability to BUYER resulting from any use of the Products in modified form, as adapted for use in other products, and/or in combination with other products or components not provided by SAES. UNDER NO CIRCUMSTANCES SHALL SMI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, EXCESS REPROCUREMENT COSTS OR SPECIFIC INTERRUPTION IN USE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THESE GCS OR ANY SALE MADE

HEREUNDER.

Notwithstanding any implication to the contrary, SMI shall have no liability whatsoever unless and until BUYER shall have paid the full purchase price of all Products delivered.

10. TERMINATION

BUYER'S order will be deemed a representation that BUYER is solvent and able to pay for the products ordered. If BUYER fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against buyer, or if BUYER makes an assignment for the benefit of creditors, BUYER will be deemed to be in default and SMI will have the right to terminate its obligations by written notice to BUYER, and cancel any order then outstanding without waiving any claims in law or equity. In no event shall any termination affect BUYER'S obligation to continue to pay for Products delivered and works in progress. SMI reserves the right to terminate this Agreement in the event that (i) any breach by the BUYER of the provisions contained herein is not cured within 15 days from the notice sent by SMI; or (ii) the ordered Products are not collected by BUYER within two (2) months after the date of the agreed delivery.

11. PATENT OR TRADEMARK INFRINGEMENT

In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with BUYER's designs, specifications, or instructions BUYER will defend, indemnify and hold SMI harmless against any expense or loss ensuing from such a claim.

12. EXPORT

BUYER assures and guarantees that it will be the final user of the Products, and thus, declares and undertakes not to re-export and/or otherwise transfer the Products. BUYER acknowledges that all shipments by SMI are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. BUYER at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Products. With respect to each Product shipment, BUYER will obtain and supply to SMI in writing all information required by SMI to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Neither BUYER, nor its employees, agents, subcontractors, officers or representatives, shall cause or permit any shipment of the Products to be made by BUYER or by anyone acting on behalf of BUYER or to whom BUYER may sell the Products, to any country for which a validated export license is required by the United States, or to which shipment is prohibited under trade regulations or trade sanctions of the United States.

13. SECURITY INTEREST

BUYER hereby grants to SMI, its successors and assigns, a security interest in the Products to secure payment of the purchase price of the Products. Default in payment of such price or any part of the price when due shall permit SMI, in its sole discretion, to declare all obligations of BUYER immediately due and payable, and in such event, SMI shall have all the rights and remedies of a secured party under applicable law. In connection with the security interest granted herein, SMI is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming BUYER as debtor and SMI as secured party. BUYER agrees to execute such documents requested by SMI to record and otherwise perfect this security interest.

14. MISCELLANEOUS

SMI informs the BUYER that Code of Ethics and Business Conduct approved by the ultimate parent Company SAES Getters S.p.A., is available on the website www.saesgetters.com (SAES Getters Group / Quality, Environment, Safety and Ethics / Code of Ethics) and requires that its own customers share its contents and comply with it. Submitting a purchase order means acceptance of such Code of Ethics. The sale agreement shall not be assignable by BUYER. Any attempted assignment shall be null and void. SMI may, without BUYER's consent, assign the right to monies due or becoming due. SMI may also, without BUYER's consent, assign the sale agreement hereunder in the event of a sale of all or substantially all of SMI's assets or stock, or a merger or consolidation with or into another entity. If any term of the GCS is held to be illegal or unenforceable, such term shall be severed and the remaining terms shall remain in force.

15. LAW & DISPUTES

The validity, performance and construction of the present GCS and any sale made hereunder shall be governed by the laws of the State of California. Any dispute arising from, or in relation to, dealings specified herein shall be subject to the exclusive jurisdiction of the Courts of the State of California