

TERMS AND CONDITIONS OF SALE

Dexter Magnetic Technologies, Inc. – Terms & Conditions of Sale

These Terms and Conditions of Sale (the "Terms of Sale") apply to the sale of the products (the "Products") identified in the accompanying Dexter invoice or quote (together with these Terms of Sale, sometimes referred to as this "Agreement") by Dexter Magnetic Technologies, Inc. ("Dexter") to the purchaser of the Products ("Buyer"). References to "Parties" in these Terms of Sale refer to Dexter and Buyer collectively and references to "Party" are to either Dexter or Buyer individually.

Buyer consents to receiving electronic records, which may be provided by Dexter's website, e-mail, or e-mail attachments. Buyer may issue a purchase order for administrative purposes only. Buyer accepts these Terms of Sale by making a purchase from or placing an order with Dexter or shopping on Dexter's website. Any Buyer purchase order, acknowledgement, or other document will be referred to in these Terms of Sale as a "Purchase Request." Dexter objects to and expressly rejects any terms that are set forth in any Purchase Request that are in addition to or different from this Agreement. Such additional or different terms will not operate as a rejection of this Agreement, unless such variances are in the terms of the description, quantity, or price of the goods or services, and will be deemed an attempt to materially alter this Agreement. Any such additional or different terms are hereby rejected and these Terms of Sale, specifically, and this Agreement as a whole, will be deemed accepted by Buyer as stated here and in Dexter invoice or quote, without such additional or different terms. If these Terms of Sale are provided in response to Buyer's Purchase Request, such Purchase Request is deemed a request for quotation only, and the quote accompanying these Terms of Sale is an offer to sell the Products described in the Purchase Request subject to these Terms of Sale. Acceptance of any Products thereafter is acceptance of this Agreement, including these Terms of Sale as stated here. Dexter may reject any Purchase Request in its sole discretion. If Dexter accepts a Purchase Request, it will be considered an Order subject to this Agreement, including these Terms of Sale.

This Agreement contains the entire understanding of the Parties with respect to the matters contained in Dexter's invoice, quote, and/or these Terms of Sale and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic, or implied, if any, between the Parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or superseded only by means of a written agreement executed by an authorized representative of each Party.

1. Price

All prices are quoted and all Orders are accepted exclusive of federal, state, or local excise, sales, use, value-added tax, or similar taxes, or any export or import fees, customs duties, and similar charges applicable to the sale or to the Products sold, except taxes based upon Dexter's net income ("Taxes").

For non-Internet based sales: Prices for the Products will be Dexter's then-current list prices (in U.S. Dollars). Buyer agrees to pay any and all Taxes and other charges incidental to the purchase or sale of the Products, which may be separately stated on Dexter's invoice, unless Buyer indicates that any ordered Products are tax-exempt in its order and provides Dexter with a properly executed tax exemption certificate prior to shipment, provided that none of the foregoing relieves Buyer of its obligation to pay all Taxes.

For Internet sales: Unless otherwise agreed in writing by Dexter, prices for the Products will be Dexter's then-current list prices (in U.S. Dollars). Buyer agrees to pay any and all Taxes and other charges incidental to the purchase or sale of the Products, which may be separately stated on Dexter's website at the time of acceptance of the Order by Dexter, unless Buyer indicates that any ordered Products are

Form: DF402-01 Rev A

tax-exempt in its order and provides Dexter with a properly executed tax exemption certificate prior to shipment, provided that none of the foregoing relieves Buyer of its obligation to pay all Taxes.

2. Payment

For non-Internet based sales and Internet sales based on Dexter's credit: All sales will be subject to credit approval by Dexter. Payment will be made in U.S. Dollars in accordance with Dexter's instructions (including wire transfer instructions) and is due and payable thirty (30) days after the date of invoice. Each shipment (including partial shipments) will be separately invoiced and paid for when due without regard to other shipments. Without limiting other remedies, Dexter reserves the right to charge a late fee on all past due payments equivalent to one and a half percent (1.5%) per month on the unpaid balance or the highest rate allowed by law, whichever is less. Buyer will pay for all collection costs, attorneys' fees, and court costs incurred in the collection of past due amounts. Dexter reserves the right (in its sole discretion): to demand payment in advance of shipment (including partial advance payment for large orders); to request bank guarantees; or to terminate or modify the terms of credit payments. Buyer hereby grants to Dexter a first priority, purchase money security interest in the Products and all proceeds or receivables arising from the sale, lease, or other disposition of such Products. At Dexter's request, Buyer will promptly execute and deliver any documents that Dexter deems advisable to perfect the security interest under this Agreement and maintain the first priority of such security interest. Buyer hereby authorizes Dexter to sign and file any such document.

For pre-paid Internet sales: Payment will be made in U.S. Dollars. Buyer agrees to pay the total purchase price for the Products, including shipping charges and Taxes, to the extent not paid at the time of acceptance of the Order pursuant to Dexter's website.

3. Delivery and Acceptance

Dexter will use its discretion to set the delivery date, fill Orders, and determine the order in which Orders are filled. Dexter will use commercially reasonable efforts to meet the delivery date set forth on Dexter's Order acknowledgment on the condition that Buyer provides all necessary order and shipping information sufficiently in advance of such delivery date. Delivery dates are approximate. Delivery of each Order is subject to availability of the Products. Dexter may deliver partial shipments. Delay in delivery of any installment will not relieve Buyer of its obligation to accept the remaining shipments. All Products delivered to Buyer will be deemed to be irrevocably accepted upon receipt. Because of uncertainties regarding manufacturing processes and raw materials, with some Orders, actual number of units delivered under the Dexter invoice may vary (+ / -) by a percentage stated in the Dexter invoice. Delivery by Dexter of any number of units within such variance will be deemed fulfillment of the Dexter invoice and Buyer will pay for the actual number of units delivered.

4. Title and Risk of Loss

For non-Internet based sales: Unless otherwise agreed in writing by Dexter, all Products will be delivered Ex-Works (EXW – as defined by International Chamber of Commerce Terms, 2000) Dexter's or its manufacturer's facilities. Title to and risk of loss of the Products will pass to Buyer upon delivery to the carrier. Buyer will reimburse Dexter for all freight and insurance charges paid by Dexter.

For Internet sales: All Products will be delivered F.O.B. (as defined by International Chamber of Commerce Terms, 2000), first point of shipment, freight prepaid and added. Title to and risk of loss of the Products will pass to Buyer upon delivery to the carrier. To the extent not prepaid, Buyer will reimburse Dexter for all freight and insurance charges and all Taxes paid by Dexter within thirty (30) days after delivery.

5. Cancellations and Rescheduling

For non-Internet based sales: Buyer will have the right to reschedule any Product shipment, as specified in an Order accepted by Dexter, for up to sixty (60) days after the originally-scheduled delivery date as specified in such accepted Order, provided that written notice of such request to reschedule (which notice includes the revised shipment date) is received by Dexter at least forty-five (45) days prior to the originally-scheduled shipment date and Buyer will pay for any costs incurred by Dexter for storage of such Products. No Order accepted by Dexter may be canceled by Buyer without Dexter's written consent. Canceled Orders will be subject to a reasonable cancellation charge not less than twenty-five percent (25%) of the total Order amount.

For Internet sales: No Order may be cancelled or returned by Buyer without Dexter's written consent. Permission for return of Products must first be secured from Dexter in writing. Products returned without a Return Material Authorization Form will not be accepted. All Return Material Authorizations are conditional and are not final until the Product is received and inspected by Dexter. Credit will be issued at the original price charged, less handling and transportation charges, where applicable. Returns will be subject to a minimum twenty percent (20%) restocking charge.

6. Intellectual Property

6.1 Ownership; Licenses. Buyer and Dexter agree that no intellectual property rights are transferred under this Agreement and Dexter and its licensors retain all intellectual property rights, title, and interest in and to: (a) service marks, trademarks, trade names, logos, trade dress, packaging, or any other designations or identifications; and (b) copyrights, patent rights, trade secrets, and other proprietary rights related to the Products including without limitation, all specifications, drawings, plans, and technical data ("IP"); and (c) Buyer obtains no license under Dexter's IP or any rights to use or display, or make any representations regarding, any of Dexter's IP. Buyer will not disparage or infringe upon any of Dexter's IP rights. Buyer has no rights to sublicense or otherwise transfer any of Dexter's IP rights to third parties. Buyer will indemnify, defend, and hold Dexter harmless against any and all expenses, damages, costs, or losses resulting from any claims, suits, or proceedings brought for (i) infringement of IP, or (ii) unfair competition or other claims against Dexter arising from Dexter's compliance with Buyer's designs, specifications, or instructions. Buyer will not disassemble, decompile, or otherwise alter, modify, or reverse engineer any Products or any component or packaging of any Products, or disable any security devices or codes incorporated in the Products. Buyer grants Dexter a worldwide, irrevocable, perpetual, transferable, royalty-free right to use, sublicense, distribute, and modify any feedback (including information, suggestions, ideas, or comments) provided by Buyer to Dexter.

6.2 Software. Certain Products provided by Dexter to Buyer may contain or require software (the "Software") and technical documentation used to describe, maintain, and use the Products (the "Documentation"). The Software and the Documentation are licensed, not sold. To the extent that any Products contain or include Software not governed by a separate license agreement, subject to the terms and conditions of this Agreement, Dexter hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to (a) use and perform the Software solely in executable code form and solely as necessary to operate the Products, and (b) reproduce the Documentation for internal use in conjunction with the Products.

6.3 Software Restrictions. Buyer will not (a) reproduce the Software; (b) modify, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation; (c) reverse-engineer the Products or recompile, disassemble, or otherwise attempt to derive the source code of the Software; (d) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software, or

Form: DF402-01 Rev A

the Documentation to any third party; or (e) remove from the Software or alter any of the trademarks, trade names, logos, patent, or copyright notices or markings on the Product or the Documentation.

7. Warranty

7.1 Limited Warranty. Dexter will use reasonable efforts to pass on and assign to Buyer the manufacturers' warranties, if any, provided by suppliers with respect to all Standard Distribution Products. With respect to all Dexter-manufactured Products, Dexter warrants to Buyer (and no one else) that all Products to be delivered under this Agreement will substantially conform to Dexter's applicable published specifications (the "Warranty") for a period of thirty (30) days after the date of shipment (the "Warranty Period"). To the extent available at no additional cost in the ordinary course from Dexter's suppliers, Dexter will deliver a certificate of conformance with its Products. Dexter undertakes no obligation to test its Products or provide its own certificate of conformance.

7.2 Remedies for Breach of Warranty. Dexter's sole and exclusive obligation, and Buyer's sole and exclusive remedy, for breach of the Warranty will be, at Dexter's option, to (a) use commercially reasonable efforts to repair the non-conforming Product; or (b) replace the non-conforming Product at no additional charge. Buyer must notify Dexter of any Products that do not conform to the Warranty during the Warranty Period. Buyer must return non-conforming Products to Dexter in accordance with Dexter's then-current Return Material Authorization procedures. Replacement Products may be refurbished. Buyer will pay for all transportation charges on any Products returned from Buyer to Dexter. The Warranty, and any supplier's warranty, will be void if (a) the Products fail or malfunction as a result of improper handling, installation, maintenance, removal, modification, or repair; or (b) the Products or Software are damaged after shipment, or subjected to abuse, abnormal physical or electrical stress, or improper use.

7.3 Disclaimer of Warranties. THE WARRANTY AND ANY SUPPLIER WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, QUIET ENJOYMENT, AND ACCURACY AND ANY WARRANTIES ARISING FROM THE COURSE OF CONDUCT OR USAGE OF TRADE. DEXTER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. BUYER ACKNOWLEDGES THAT REAL-WORLD PERFORMANCE OF THE PRODUCTS MAY VARY DEPENDING ON BUYER'S DEPLOYMENT, PARTICULARLY IN ANY EXTREME CONDITIONS.

7.4 No Support. Dexter will not be obligated to provide any support or maintenance for the Product unless otherwise mutually agreed by the Parties in writing.

8. Limitation of Liability

IN NO EVENT WILL DEXTER OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, EVEN IF DEXTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, OR LOSS OF PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL DEXTER'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT.

9. Confidential Information

Any designs, quotations, specifications, drawings, marketing plans, reports, and photographs related to the Products, their functionality, or their availability, other than that which is rightfully available to the public, is Dexter's confidential information and may not to be disclosed to any third party or used for any purpose without Dexter's prior written approval. Such information will remain the sole property of Dexter and upon request will be returned to Dexter. Buyer will not make nor issue (nor cause third parties to do any of the same) any press release or publicity associated with this Agreement without the express prior permission of Dexter.

10. Tooling

Unless otherwise agreed between Dexter and Buyer in writing, all tooling that is used to produce any Products, regardless of whether Buyer pays for such tooling, will be and remain the sole property of Dexter. Any non-recurring engineering (NRE) charges invoiced by Dexter will not be deemed to grant to Buyer any right, title, or interest in any tools, dies, jigs, fixtures, or items of like nature, or in any design engineering, trade secret, patent, or other IP or proprietary rights embodied in the tooling, and upon Buyer's payment of such charges, such items will at all times be and remain the sole property of Dexter.

11. Set-off

Buyer will not be entitled to set-off any amount due to Buyer against any amount due to Dexter in connection with this Agreement.

12. Force Majeure

Each Party will be excused from performance of its obligations under this Agreement (other than payment obligations) if such Party is unable to perform such obligations due to any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, terrorism, changes in government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, floods, power outages, unusually severe weather conditions, and supply or transportation failures, delays, or interruptions.

13. Cooperation.

Buyer will cooperate with Dexter in connection with Dexter's performance under this Agreement including providing timely responses to Dexter's inquiries and requests for information. Buyer acknowledges and agrees that Dexter's performance under this Agreement is dependent upon the completeness and accuracy of information provided by Buyer.

14. Governing Law; Jurisdiction and Venue

This Agreement and any issues arising from or relating to the transactions under this Agreement will be governed by the laws of the state of Illinois without regard to principles of law that would require the application of the laws of a different jurisdiction. The Parties agree to the exclusive jurisdiction of the courts located in Cook County in the State of Illinois for any action or proceeding arising from or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement and is hereby disclaimed by the Parties.

15. Export Controls and Related Regulations

15.1 Compliance with Export Control Laws. Buyer will comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, 15 CFR 730, *et seq.* ("EAR") maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations, 22 CFR, Chapter I, Subchapter M, Parts 120, *et seq.* ("ITAR"), maintained by the U.S. Department of State, and the regulations administered by the U.S. Treasury Department Office of Foreign Assets Control

Form: DF402-01 Rev A

("OFAC"). Without limitation to the foregoing, Buyer agrees that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Products or technology (including products or services derived from or based on such technology) received from Dexter under this Agreement to any country, including but not necessarily limited to Cuba, Iran, North Korea, Sudan and Syria (or national or entity thereof) subject to export licensing requirements, antiterrorism controls, or U.S. embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the U.S., or to any end user who Buyer know or has reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles and sounding rockets, or unmanned air vehicle systems without obtaining, at Buyer's expense, prior authorization from the competent government and regulatory authorities as required by those laws and regulations. Buyer is responsible for obtaining and paying for all applicable import licenses, taxes, and duties. Upon Dexter's request, Buyer will provide Dexter with sufficient documentation and information to demonstrate that Buyer has complied and is in current compliance with this Section 15.1.

15.2 Restricted Parties Lists. Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, OFAC; the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List.

15.3 Indemnification. Buyer will indemnify, defend, and hold harmless to the fullest extent permitted by law, Dexter from and against any fines or penalties that may arise as a result of Buyer's breach of this Section 15.

16. General

If any provision of this Agreement is held invalid, unenforceable, or void in any respect, such provision will be construed so as to render it enforceable and effective to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by the same. Buyer agrees to adhere to all legal requirements applicable to the Products, including U.S. export laws. The Parties are independent contractors and nothing in this Agreement will be construed to imply a partnership, joint venture, principal-agent, or employer-employee relationship between the Parties. Neither Party will have the right, power, or authority to create any obligation, expressed or implied, on behalf of the other Party. Buyer may not assign, by operation of law or otherwise, any of its rights, or delegate any of its duties, under this Agreement to any third party without Dexter's prior written consent. Any assignment, delegation, or transfer in violation of the foregoing will be null and void. This Agreement constitutes the entire agreement between the Parties as to the subject matter of this Agreement and supersedes and merges all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter of this Agreement.

2970730.5

Form: DF402-01 Rev A