MAGNIX USA, INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE

MAGNIX USA, INC. is herein referred to as “magniX”, or “Buyer”, and the customer or person or entity selling products and/or services to magniX is referred to as the "Supplier.” These General Terms and Conditions of Purchase, together with the attached purchase order, statement of work or other agreement to order Goods and/or Services (the "Order"), are collectively referred to herein as the "Agreement". The Agreement represents magniX's offer to purchase the Goods and/or Services (defined below) from Supplier. THIS AGREEMENT IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, SUPPLIER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ORDER AND THESE GENERAL TERMS AND CONDITIONS OF PURCHASE. BUYER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

1. DEFINITIONS.
"**Affiliate**" means, with respect to either party to the Agreement, any entity that controls, is controlled by, or is under common control with the applicable party through the exercise of voting power or otherwise.
"**Deliverables**" means (a) reports, presentations, data, information, notes, designs, specifications, studies, instructions, reports, analyses, translations, training materials, prototypes, computer programs, and any other items created for magniX or delivered or to be delivered to magniX in connection with the Services, and (b) any "Deliverables" identified in an Order.
"**Goods**" means all of the goods and products, and all of the services incidental or related thereto, furnished by Supplier to magniX under this Agreement.
"**Services**" means the services described in any Order, and the Deliverables provided in connection with such Services or otherwise provided by Supplier under this Agreement.
"**Specifications**" means, as applicable (i) the written specifications, requirements, drawings, guidelines, material list, and/or standards with respect to the Goods or Services that have been provided or approved by magniX; (ii) a physical sample or prototype of the Goods that has been provided by magniX to Supplier; or (iii) a physical sample or prototype of the Goods that has been provided by Supplier and approved by magniX.

2. ACCEPTANCE. Supplier accepts this Agreement by (a) executing and returning the acknowledgement copy, or (b) by making any shipment or performance in response to or in anticipation of an Order, even if Supplier's acceptance purports to make acceptance conditional on acceptance of inconsistent, additional or different terms to the Agreement. The Agreement may be modified only by a written document signed by duly authorized representatives of magniX and Supplier.

3. PRICE AND QUANTITY.
3.1. **Price**. The purchase price will be set forth in the Order. Unless otherwise provided in the applicable Order, the price set forth in the Order includes all applicable taxes, duties, tariffs, surcharges, and other amounts assessable by any government authority with respect to the Goods or Services. Supplier shall separately state any such charges for transactional taxes on its invoices. The purchase price may not be modified or changed without the prior written agreement of magniX.
3.2. **Quantity**. The quantity of any Goods and the description of any Services will be set forth in the Order. magniX makes no representations regarding the number of Orders to be placed, or volume of Goods or Services, beyond what is specified in an Order. Except for an Order, nothing in the Agreement will constitute a commitment on the part of magniX to purchase any specific quantity, amount or type of

Goods or Services.

4. INVOICES; PAYMENT TERMS.

4.1. **Invoices**. A separate invoice shall be issued by Supplier for each shipment and for each purchase order number, with the purchase order number stated on the face of the invoice. For any Order authorizing work on a Time and Materials (T&M) basis, Supplier shall itemize and state separately on each invoice: (a) the amounts corresponding to labor, including hours works, hourly rate and labor category, where applicable; and (b) the amounts corresponding to materials, including a description of the materials, quantities, unit prices, and any applicable markup or handling charges. magniX reserves the right to reject any invoice that does not comply with this requirement.

4.2. **Payment Terms**. No payment shall be made prior to receipt and acceptance of conforming Goods or Services and invoice. Unless otherwise set forth in an Order, payment terms are Net 45 days from magniX's receipt of a correctly rendered invoice. In the event of late payment, Supplier's sole remedy against magniX will be the collection of interest on the amount of the late payment, equal to 1% per month on the overdue payment, with interest beginning 10 days from the date of delivery of notice to magniX that the payment is overdue. Supplier will not be entitled to delay performance or defer delivery of Goods or Services for late payment.

5. WARRANTY AND QUALITY

5.1. Supplier will manufacture the Goods strictly in accordance with the Specifications provided or approved by magniX.

5.2. Supplier must not make any changes to the specified materials, processing, manufacturing layout, subcontractors or sub suppliers without first obtaining magniX's prior written approval.

5.3. Supplier expressly warrants that all Goods furnished under this Agreement will:

(a) conform to all Specifications and other requirements of the Agreement;

(b) be new;

(c) be free from defects in material or workmanship (whether latent or apparent) and remain so for at least 12 months after delivery and acceptance of the Goods;

(d) be of merchantable quality;

(e) conform to any statements made on the containers or labels or advertisements for such Goods, and that any Goods will be adequately contained, packaged, marked and labeled; and

(f) be free of any claim of any nature by any third party.

5.4. Supplier also warrants that all Goods furnished hereunder will be safe and appropriate for the purpose for which Goods of that kind are normally used. If Supplier knows or has reason to know the particular purpose for which magniX intends to use the Goods, Supplier warrants that such Goods will be fit for such particular purpose.

5.5. To the extent the Order includes Services, Supplier further warrants that all Services provided hereunder shall be performed by personnel with the experience, training, skill and other qualifications needed to perform the Services, and will be provided in a timely, professional and workmanlike manner, in accordance with the highest industry standards.

5.6. Supplier warrants that in the performance of an Order, Supplier will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

5.7. Supplier’s warranties shall run to magniX and its successors, assigns and customers, and users of goods sold by magniX. Any attempt by Supplier to limit, disclaim, or restrict these warranties or any remedies of magniX, by acknowledgment or otherwise, in accepting or performing an Order, will be null, void, and ineffective without magniX's written consent.

5.8. Inspection, test, acceptance or use of the Goods or Services furnished hereunder shall not affect

the Supplier's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use.

5.9. Supplier has performed and will perform testing activities necessary or appropriate to ensure that the Goods are compliant with Supplier's obligations set forth in Section 5.

5.10. Any Goods or Service which do not comply with the warranties above are considered as non-conforming.

6. SHIPMENT; TITLE AND RISK OF LOSS

6.1. TIME IS OF THE ESSENCE IN FULFILLMENT OF THE ORDER. Shipping terms and delivery schedule shall be in accordance with the Order. magniX may, at its option, and without limitation of any of its other rights provided for in this Agreement or as provided by applicable law, cancel any Order, or any unfilled part of an Order, in the event complete and conforming delivery is not made within the times specified. magniX is not required to accept partial or incomplete delivery of any Order. If magniX in its discretion accepts a partial delivery of an Order, Supplier may only invoice once the entire Order has shipped. Acceptance of any part of an Order shall not bind magniX's to accept any future shipments.

6.2. Order numbers shall be indicated on the Bill of Lading. Two copies of packing sheets, showing order number, shall be attached to No. 1 container of each shipment. Goods sold F.O.B. place of shipment, shall be forwarded collect, unless otherwise specified on the face of the Order. Supplier shall make no declaration concerning value of Goods shipped, except at lowest rating. A Bill of Lading description of Goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping costs for Goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Supplier. All shipments to be forwarded on one day via one route shall be consolidated and shipped to protect the lowest transportation charge. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Supplier.

6.3. Supplier warrants title to all Goods and Services sold and bears the risk of loss or damages to the items purchased under this Agreement until they are delivered in conformity with this Agreement at magniX's delivery point specified in the Order or installed, as required pursuant to the Order, and, upon such delivery or installation, full title shall pass to magniX. Passing of title shall not constitute acceptance of the items by magniX. The responsibility for freight damaged merchandise will be assumed by Supplier.

6.4. If at any time Supplier believes it may be unable to comply with the delivery or completion schedules required by the Order, Supplier shall immediately notify magniX in writing of the probable length of any anticipated delay and the reasons for it, and shall continue to notify magniX of any change in the situation. In the event of such notification or of an actual failure by Supplier to comply with the delivery or completion schedules, magniX may, in addition to all other remedies, require Supplier to ship by a more expensive way than specified in an Order, at Supplier's expense.

6.5. In the event that magniX has any reasonable grounds for insecurity with respect to Supplier's continued performance under the Agreement, Supplier shall provide adequate assurance of such performance within a reasonable period of time under the circumstances but in no event later than twenty (20) calendar days from magniX's request and Supplier must at all times take such actions as are necessary or appropriate to ensure the uninterrupted supply of Goods to magniX. Supplier's failure to satisfy such requirement shall be deemed a breach of the Agreement.

7. REMEDIES FOR DELAYED DELIVERY. If Supplier does not deliver Goods or Services on time, in compliance with an Order, whether magniX exercises any other remedy under this Agreement, then

Supplier shall pay to magniX the sum of one percent (1.0%) of the price of the delayed Goods or Services for each day of delay or noncompliance, up to the price of the delayed Goods or Services which, at magniX's option, may be credited against the price hereunder for such Goods or Services. The foregoing remedy shall not be deemed to be a penalty but shall be deemed liquidated damages to account for damages in the nature of consequential losses incurred by magniX in the event of delay, which are not capable of being measured at this time.

8. PACKING. All Goods shall be packed, rated, and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and carrier Tariffs. No charges will be paid by magniX for preparation, packing, crating or cartage unless expressly stated in an Order.

9. INSPECTION, TESTING AND ACCEPTANCE; AUDIT.

9.1. All Goods to be supplied pursuant to this Agreement are subject to inspection, test, and acceptance by magniX at all reasonable times and places, notwithstanding any prior payment or inspection. magniX shall have the right to inspect the Goods and to reject any or all Goods that are in magniX's judgment defective or nonconforming.

9.2. Payment for Goods or Services delivered hereunder shall not constitute acceptance thereof. magniX shall have the right to inspect such goods and to reject any or all of said Goods or Services which are in magniX's judgment defective or nonconforming, or that violate the warranty set forth herein. Acceptance or rejection of the Goods or Services to be supplied pursuant to this Agreement will be made as promptly as practical after delivery except as otherwise provided in an Order, but failure to inspect and accept or reject Goods or Services or failure to detect defects by inspection, will neither relieve Supplier from responsibility for such Goods or Services that are not in accordance with this Agreement nor impose liabilities on magniX for them. Goods and Services rejected, and Goods supplied in excess of quantities called for herein may be returned to Supplier at its expense and, in addition to magniX's other rights, magniX may charge Supplier all expenses of unpacking, examining, repacking and reshipping such Goods.

9.3. Nothing contained in this Agreement shall relieve in any way the Supplier from the obligation of testing, inspection, and quality control. Supplier will provide and maintain an inspection and process control system acceptable to magniX in respect to the Goods and Services. Records of all inspection work by Supplier must be kept complete and available to magniX during the performance of an Order and for seven (7) years after Supplier's completion of an Order. Supplier grants, under reasonable conditions, magniX or any other third party designated by magniX full access to Supplier’s premises, books and records, for the purpose of auditing Supplier’s compliance with the terms of the Agreement or inspecting or conducting an inventory of finished Goods, work-in-process, raw materials, manufacturing processes and facilities, testing methodologies, and all work or other items to be provided pursuant to the Agreement. Supplier will cooperate with magniX to facilitate magniX’s audit no later than five (5) business days after magniX’s request.

10. INSTALLATION. If an Order requires Supplier to furnish services of a supervisor, expert or other employee or subcontractor in connection with the installation of Goods or any other matter under this Agreement, or to perform work on magniX’s premises, Supplier agrees, whether or not a separate charge is made therefore, that such supervisor, expert, or other employee of Supplier, in performing such services, is not and shall not be deemed to be the agent or employee of magniX. Supplier assumes exclusive liability for any payroll or other taxes imposed upon the employer for the services of such Supplier employee or subcontractor by law. Supplier will indemnify and hold magniX harmless from and against any liability, claims, demands or expenses (including, without limitation, legal and other

professional fees) relating to (i) claims by Supplier's supervisor, expert or other employee or subcontractor, or (ii) loss of or damage to property, or persons, including injuries and death, to magniX or Supplier, magniX's or Supplier's employees, subcontractors or any other person arising from or in connection with Supplier's performance of work or use of magniX's property.

11. DEFECTIVE GOODS AND SERVICES

11.1. Upon discovery of any defect or non-conformity with the requirements of Section 5 (either before or after delivery of the Goods), magniX may, at its election, return the Goods (with all costs of unpacking, examination, repacking and shipping to be at Supplier's expense) and, at magniX's option, require Supplier to either (i) promptly rectify such defect or non-conformity, or (ii) provide magniX with a replacement. If Supplier has failed to so rectify or re-supply within 3 days or a reasonable period as assessed by magniX, then magniX may either, at its option: (i) make such corrections or replace such Goods and charge Supplier for all costs incurred; or (ii) revoke its acceptance of the Goods in which event Supplier shall be obligated to refund any payments made by magniX.

11.2. In addition, magniX may, at its election, require the re-performance of any defective Services or in the event such re-performance is not completed to a satisfactory standard within a reasonable period as assessed by magniX, then magniX may either, at its option: (i) perform the Services itself or procure the Services elsewhere and charge Supplier for all costs incurred; or (ii) revoke its acceptance of the Services in which event Supplier shall be obligated to refund any payments made by magniX.

11.3. All costs and expenses incurred by magniX as a result of nonconforming or defective Goods and Services may be recovered from Supplier by equitable price reduction, setoff, or credit against any amount which may be owed to Supplier under this Agreement or otherwise.

11.4. The rights under this Section 11 are in addition to all other rights available to magniX at law or in equity.

12. TERMINATION

12.1. **Termination for Cause**. Notwithstanding any other provision herein to the contrary, magniX reserves the right to terminate this Agreement, an Order, or any portion of an Order, without liability, in the event:

(a) Supplier fails to comply with its obligations under this Agreement in any material manner as assessed by magniX (including but not limited to failure to comply with warranty obligations or to deliver Goods or Services on time and in accordance with Specifications);

(b) Supplier breaches its obligations under Section 14 - Confidentiality and Publicity;

(c) Supplier fails to provide magniX, upon request, reasonable assurances of future performance;

(d) Supplier ceases to conduct its operations in the normal course of business;

(e) Proceedings are instituted against Supplier under bankruptcy laws or any other laws relating to the relief of creditors;

(f) a receiver is appointed or applied for by Supplier; or

(g) any assignment is made by Supplier for the benefit of creditors,

(each of the foregoing, termination "for cause").

12.2. **Termination without Cause**. magniX reserves the right to terminate this Agreement or an Order or any part of an Order for its sole convenience upon ten (10) days written notice to Supplier.

12.3. Upon any termination of an Order or this Agreement, (i) Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work, (ii) Supplier will cooperate with magniX to affect an orderly, efficient, effective and expeditious winding-down of the parties' respective activities; and (iii) Supplier will return to magniX, if applicable, all magniX property, including any tools, data, information or other materials provided to Supplier by magniX.

Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors, which Supplier could reasonably have avoided.

12.4. In no event will Supplier be entitled to any termination fee, reallocation of cost, recovery of lost profit or overhead charges. In addition, should magniX terminate this Agreement or an Order for cause, Supplier shall be liable to magniX for any and all damages sustained by reason of the default which gave rise to the termination.

12.5. The rights and remedies of magniX provided in this Section 12 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. DELAYS. magniX may delay delivery or acceptance of an Order occasioned by causes beyond its reasonable control. Supplier shall hold such Goods at the direction of magniX and shall deliver them when the cause affecting the delay has been removed. magniX shall be responsible only for Supplier's direct additional costs in holding the Goods or delaying performance of this Agreement at magniX's request. Causes beyond magniX's control shall include governmental action or failure of the government to act where such action is required, strike or other labor trouble, fire, acts of God, quarantines, acts of foreign enemies or war, or unusually severe weather or natural disasters.

14. CONFIDENTIALITY AND PUBLICITY

14.1. All information furnished by magniX or prepared by Supplier for magniX in connection with an Order (including but not limited to Specifications, drawings, reports and data) and information relating to magniX's business, finances, research and development or customers (collectively, "Confidential Information") will remain magniX's exclusive property and will be considered confidential information of magniX. Supplier shall safeguard magniX Confidential Information, using the same degree of care as it uses to prevent the unauthorized use or disclosure of its own confidential information, but in new event less than a reasonable degree of care, and Supplier shall not disclose such Confidential Information to any other person, or use such Confidential Information for any purpose other than performing its obligations under this Agreement, unless Supplier obtains magniX prior written consent. If, Supplier is required to disclose such Confidential Information under order of a court of competent jurisdiction or other similar requirement of a governmental agency, Supplier agrees to provide magniX with notice of such order or requirement (if authorized under applicable law) prior to disclosing any Confidential Information to afford magniX with the opportunity to respond to or challenge such court order.

14.2. Upon completion or termination of an Order, Supplier shall return all Confidential Information to magniX or make such other disposition thereof as may be directed and approved by magniX and shall certify to such return or destruction.

14.3. Supplier shall not, without the prior written consent of magniX, which may be granted or withheld at magniX's sole discretion: (a) use magniX's name, brand, trademarks or any descriptions of magniX and/or its industry that would allow a third party to identify magniX in advertising or promotional material, publicity releases or for any other commercial purpose; (b) in any manner advertise, publish or disclose the fact that magniX has placed an Order with Supplier; or (c) disclose the subject matter or terms and conditions of an Order. Supplier shall comply with the restrictions accompanying magniX's consent, including but not limited to scope and term limitations.

14.4. Supplier's breach or threatened breach of this Section may cause magniX irreparable harm and significant injury, the amount of which may be difficult to estimate and ascertain, thus making inadequate any remedy at law or in damages. Therefore, magniX is entitled to seek injunctive relief from any court of competent jurisdiction to enjoin any threatened or actual breach of this Agreement and any other relief that such court deems appropriate, in addition to any other remedy or remedies available at law or in equity.

14.5. The provisions of this Section 14. CONFIDENTIALITY AND PUBLICITY shall survive the delivery and acceptance, and use of Goods or Services, or termination of any Order or this Agreement.

15. PATENTS AND TRADEMARKS. Supplier warrants that all Goods and Services supplied to magniX will not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Supplier agrees upon receipt of notice from magniX to promptly assume full responsibility for defense of any suit or proceeding which may be brought against magniX or its agents, customers, or other suppliers for alleged infringement of a third party's intellectual property rights, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of Goods or Services furnished hereunder, and Supplier further agrees to indemnify magniX, its Affiliates, agents and customers against any and all expenses, losses, royalties, profits, and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. The provisions of this Section 15. PATENTS AND TRADEMARKS shall survive the delivery and acceptance, and use of Goods or Services, or termination of any Order or this Agreement.

16. MAGNIX PROPERTY

16.1. Goods manufactured based on magniX drawings, designs, and/or Specifications and/or any software or models provided by magniX may not be used for Supplier's own use or sold to third parties without magniX's express written authorization. All of the foregoing shall be deemed magniX property. In addition, if specified in an Order, or where payment is made to Supplier for product design, improvement, modification, development, experimental products or research work, or if Services are to be performed in accordance with special instructions of magniX, such work and work product, and all copyrightable works, ideas, discoveries, inventions, patents, goods, or other information, including any Deliverables (collectively "Works") will be considered a work-made-for-hire from the moment of creation and will be the sole and exclusive property of magniX, without any need for accounting therefor. To the extent that the Works are not considered works-made-for-hire, without reservation or limitation, Supplier (on behalf of itself and its employees, service providers, contractors, and agents) hereby assigns, transfers and conveys the Works to magniX, exclusively, irrevocably, and perpetually, together with all right, title and interest and any goodwill associated therewith throughout the world, and, upon request, Supplier shall sign all documents and otherwise cooperate with magniX as necessary to assign, confirm and perfect the exclusive ownership of all Works to magniX. If any pre-existing intellectual property of Supplier is incorporated into the Goods or Services, Supplier grants to magniX a non-exclusive, worldwide, irrevocable, royalty-free license, with the ability to license and sublicense and without a need for accounting, to make or use any and all of Supplier's intellectual property rights that are the subject of this Agreement or are any way related to the use and utilization of the Goods, Services or Works and improvements or derivatives related thereto.

16.2. Tangible or intangible property of any nature furnished to Supplier by magniX or specifically paid for in whole or in part by magniX (including but not limited to tooling, jigs, dies and fixtures developed by the Supplier), and any replacements or attachments, are the property of magniX and, unless otherwise agreed in writing by magniX, will be used by Supplier solely to render Services or provide Goods to magniX. Supplier will not substitute any property or take any action inconsistent with magniX's ownership of such property. While in Supplier's custody or control such property will be held at Supplier's risk, will be kept insured by Supplier at its expense for its replacement cost with loss payable to magniX, and will be subject to removal at magniX's written request, in which event Supplier will prepare such property for shipment and redelivery to magniX in the same condition as originally received or produced by Supplier, reasonable wear and tear excepted, at Supplier's expense. The provisions of this Section 16. MAGNIX PROPERTY shall survive the delivery and acceptance, and use of Goods or

Services, or termination of any Order or this Agreement.

17. INSURANCE. Supplier will maintain from reputable insurance underwriters general commercial liability insurance, including products liability coverage, with a minimum coverage limit of $2,000,000 per occurrence (or such higher limit as requested by magniX in writing to Supplier) that provides for complete defense and coverage to magniX for any and all claims, loss or damage of any kind relative to the Goods and Services. Supplier will additionally ensure that the Goods are adequately insured during shipment from and against all reasonable and customary hazards and risks of injury or destruction. The insurance required to be provided hereunder by Supplier will be placed with reputable underwriters and will be primary and non-contributory to any policy held by magniX, will name magniX as an additional insured, with all losses payable to Supplier and magniX as their interests may appear, and will contain waiver of subrogation rights against magniX. Supplier agrees to provide, upon magniX's request, certificates of insurance evidencing such coverage and Supplier will provide magniX with at least thirty (30) days prior written notice of any cancellation of or changes to all such coverage.

18. INDEMNITY

18.1. Supplier shall indemnify, hold harmless, and defend magniX, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, and users of the Goods and Services from any and all claims, liabilities, damages and expenses (including attorneys' fees) arising from or related to:

(a) the negligence (including strict liability), gross negligence or willful misconduct of Supplier, its Affiliates and their respective employees, contractors, subcontractors, suppliers and agents (the "Supplier Parties");
(b) bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in connection with the Goods or Services purchased hereunder or the operations of the Supplier in carrying out the provisions and terms of this Agreement;
(c) Supplier's contamination of or adverse effect on the environment;
(d) Supplier's violation of any law or regulation;
(e) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party by Supplier or the Goods or Services.

18.2. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance and use of Goods or Services or termination of any Order or this Agreement. The obligation to pay attorneys' fees in this indemnity provision includes all attorneys' fees incurred in defending any claim or establishing the right to indemnity under this Agreement. This indemnification shall be in addition to the warranty obligations of Supplier.

19. CHANGES. magniX shall have the right at any time before completion of the Order to make changes in drawings, designs, Specifications, materials, packaging, time and place of delivery, method of transportation, or other changes, but no change shall be effective, nor shall magniX be obligated to pay any increase in compensation as a result of a change, unless magniX issues a written change order. If any such changes cause an increase or decrease in the cost of the Goods, or the time required for Supplier's performance, the parties will agree on an equitable adjustment in the price or time of delivery, as applicable. Supplier agrees to accept any such changes subject to this paragraph. Supplier shall make no substitutions without magniX's consent.

20. DISCREPANCIES. Any discrepancies, omissions, or lack of clarity in drawings, Specifications, or purchase orders, must be referred to magniX for written interpretation before an Order is processed.

21. DOCUMENTATION. It is agreed that all technical documentation (including but not limited to test data and reports) and other literature necessary for the proper use of the Goods or Services will be provided to magniX (in accordance with any standards specified by magniX) with the Goods or Services, unless otherwise directed by magniX, and its cost is included in the price.

22. COMPLIANCE. In providing Goods and performing the Services under this Agreement, Supplier and its subcontractors and suppliers, will comply with: (i) any and all applicable federal, state, and local laws, rules, regulations and ordinances (collectively, "Laws"); and (ii) any and all applicable policies provided by magniX. Supplier additionally warrants that all Goods and Services supplied to magniX shall comply with all applicable Laws at the time of delivery or performance. If Supplier provides Services to magniX on magniX's premises, Supplier shall adhere to all safety, health or other administrative requirements, rules, regulations or procedure of magniX and its facilities where such Services are performed. Supplier and any subcontractor shall prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Supplier further agrees that it shall not engage in the employment of child, forced, indentured, involuntary, prison, or uncompensated labor. magniX may, upon notice, inspect Supplier's plant and facilities at reasonable times to determine compliance with the provisions set forth herein. In addition to any other remedies contained herein, magniX shall have the right to immediately terminate this Agreement and any other agreements with Supplier if it determines that Supplier is in violation of this section.

23. CONFLICT MINERALS. Supplier warrants that, to its knowledge, no tantalum, tin, tungsten and/or gold ("Conflict Minerals") contained in any Goods, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as conformant pursuant to the RMI Responsible Minerals Assurance Process. Supplier agrees to abide by the terms and conditions in magniX's Conflict Minerals Policy and to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. Supplier agrees to cooperate and work with its sub-suppliers to ensure traceability of Conflict Minerals, at least to the smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years and to provide such documentation to magniX upon request.

24. EXPORT CONTROLS; SANCTIONS COMPLIANCE

Supplier is knowledgeable of and will comply with all applicable export control and sanctions Laws, including those of the EU, the United States and any other applicable jurisdiction (the "Export Control Laws"). Supplier will not violate, and will not cause magniX to violate, any Export Control Laws (e.g. by transshipping goods through, or supplying Goods or Services from, sanctioned countries, or with the assistance of any individuals appearing in sanctioned lists). With respect to the Goods or technology that Supplier sells to magniX, Supplier will provide to magniX the information necessary to ensure compliance with Export Control Laws, including any potential military use of such Goods, Export Control Classification Number (ECCN), percent (%) of U.S. content, or if requested, of other country or regional content prior to the sale or Supplier's start of real production, whichever is earlier. Any licenses or other authorizations required for the export of Goods will be the responsibility of Supplier unless otherwise agreed in the Order, in which event Supplier shall provide all necessary information as may be

requested by magniX to request or obtain such licenses or authorizations.

25. INDEPENDENT CONTRACTOR. Supplier represents and warrants that it is a seller, in the ordinary course, of the Goods of the kind being purchased. If Supplier is to provide Services under the Agreement, Supplier represents and warrants that it is an independent contractor and not an employee, agent, joint venturer or representative of magniX. Nothing in the Agreement will be construed as creating an employer-employee or a principal-agent relationship. Supplier has no authority to bind or otherwise obligate magniX in any manner.

26. ENTIRE AGREEMENT. This Agreement, together with the Order and any documents referred to on the face hereof, constitute the entire agreement between the parties.

27. ASSIGNMENTS AND SUBCONTRACTING. No part of this Agreement may be assigned or subcontracted without the prior written approval of magniX. The price quoted by Supplier includes the price of any goods or services obtained from any subcontractor or supplier to Supplier, unless otherwise agreed in advance by magniX. Supplier shall incorporate these terms and conditions on any order or subcontract approved by magniX and procured from third parties pertaining to this Order. Supplier shall actively monitor its suppliers and subcontractors and remain fully responsible for all work performed by such third parties, including, such acts and omissions that result in Supplier failing to comply with or that renders Supplier in breach of an Order or the Agreement, and shall indemnify and hold magniX harmless for any payment required to be made to any such parties. magniX has the option, in its sole direction, to require Supplier to assign to magniX or its designee (and Supplier hereby does so assign in the event magniX so elects) any and all rights, claims, or remedies that Supplier has or may have against its supplier or subcontractor in connection with Goods provided under the Contract or Purchase Order. If magniX exercises its assignment option: (i) magniX shall not be, or be deemed to be, a successor in interest to Supplier or otherwise responsible for the acts or omissions of Supplier or for any counter claims, damage claims, costs, expenses, or similar claims or liabilities that Supplier's subcontractor or supplier may have or may assert against Supplier; and (ii) magniX shall not be responsible or liable for any Goods provided by Supplier. This provision, whether or not the assignment right is exercised, does not affect or abrogate any of the Parties' rights or responsibilities under the Agreement or Order.

28. WAIVER. magniX's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or magniX's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

29. APPLICABLE LAW. This Agreement will be construed in accordance with, and all disputes will be governed by, the laws of the State of Washington, without regard to its conflict of laws. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for King County, Washington, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

30. RIGHTS AND REMEDIES. Without limiting magniX's rights and remedies at law or in equity, magniX reserves the right to charge Supplier for any loss, expense (including reasonable attorney's fees) or damage sustained as a result of Supplier's failure to deliver conforming Goods or Services or other breach of this Agreement, including without limitation, expenses incurred in connection with magniX's purchase of substitute goods, incidental damages and consequential damages resulting from Supplier's

failure or breach. Each of the rights and remedies reserved to magniX in this Agreement shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by magniX in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by magniX shall be deemed to be a waiver of any such right or remedy. magniX is entitled to set off such amounts (and any other amounts owed to it by Supplier pursuant to this Agreement) from any other amounts due to the Supplier.

31. SEVERABILITY. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

32. NO EXCLUSIVITY. No exclusivity is granted to Supplier in relation to the supply of the Goods or Services. Therefore, magniX is allowed to purchase Goods or Services from any other supplier without obtaining prior agreement of Supplier and/or giving notice to Supplier. magniX may provide Supplier with estimates, forecasts, or projections of its anticipated future quantity requirements for Goods or Services. Each of these expressions of anticipated future requirements for Goods or Services is provided for informational purposes only, and is not intended to be, and is not, a commitment by magniX to buy those future requirements.

Acceptance of an Order constitutes acceptance of these General Terms and Conditions.