

CARPENTER TECHNOLOGY CORPORATION
CARPENTER ADDITIVE BUSINESS DIVISION
TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE (THESE "T&Cs") ARE FOR CARPENTER TECHNOLOGY CORPORATION, FOR ITS CARPENTER ADDITIVE BUSINESS DIVISION, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "SELLER"), AND APPLY TO ANY SALE AND/OR PROVISION OF GOODS AND SERVICES (AS DEFINED BELOW) PURSUANT TO ANY PURCHASE ORDER OR OTHER SALES DOCUMENTATION INTO WHICH THESE T&Cs ARE INCORPORATED BY REFERENCE. YOU, ON BEHALF OF YOURSELF AS AN INDIVIDUAL, YOUR EMPLOYER, OR ANOTHER ENTITY WHICH YOU REPRESENT (YOU AND SUCH ENTITIES, COLLECTIVELY, "BUYER"), REPRESENT AND WARRANT THAT BUYER HAS AUTHORITY TO ACCEPT, AND HAS READ, UNDERSTOOD AND AGREED TO, THESE TERMS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY DOWNLOAD, ACCEPTANCE OR USE BY BUYER OF ANY GOODS AND SERVICES SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THESE TERMS. IF BUYER DOES NOT AGREE TO BE BOUND BY THESE TERMS, THEN BUYER SHALL NOT USE AND SHALL PROMPTLY RETURN GOODS AND SERVICES AND DELETE OR RETURN ANY LICENSED SOFTWARE (AS DEFINED BELOW).

1. ACCEPTANCE/CONTRACT FORMATION – These T&Cs shall apply to any contract of sale for Seller's goods, deliverables, licensing of accompanying Software (as defined below) and/or performance of services (individually and collectively referred to as "Goods and Services") irrespective of whether Seller's accompanying documentation constitutes an offer to Buyer or an acceptance of Buyer's prior offer to Seller. Offers or acceptances by Buyer may be communicated orally, delivered in person or by telephone, or in writing, delivered by regular mail, hand delivery, overnight courier, facsimile or electronic mail. Additional or conflicting terms from those in these T&Cs in Buyer's offer or acceptance are expressly objected to and shall not be deemed accepted by Seller unless Seller's acceptance is in writing and specifically refers to each additional or conflicting term. To the extent that these T&Cs are accepted electronically, Buyer hereby waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. Additionally, Seller may request modifications to Buyer's purchase orders as it relates to shipping terms, risk of loss and/or payment terms without affecting or negating the enforceability of the remaining provisions set forth herein.

2. SOFTWARE AND DOCUMENTATION – If Goods and Services include any Seller-provided software, which may include program code together with applicable technical documentation, containing specifications, instructions, and/or other information accompanying such software or made available by Seller from time to time (collectively "Software"), that is not subject to terms and conditions set forth in an executable or electronic license agreement, Seller hereby grants to Buyer a non-exclusive, nontransferable, non-sublicensable, revocable, and limited license to use the Software for Buyer's internal purposes and solely in conjunction with the use of the Goods and Services to which such Software relates. Buyer acknowledges that the Software may also be subject to terms and conditions set forth in executable or electronic license agreements, which shall control and govern all such licensed Software use to the extent necessary to resolve any conflict with these T&Cs. Subject to the terms of such license agreements, all rights not expressly granted herein are reserved, and all other uses of the Software are subject to these T&Cs as well as the payment of any applicable Software license fees, including fees for specific Software functionalities, as identified by Seller in writing.

3. RESTRICTIONS ON USE – Buyer agrees that it shall not, and shall not permit any third party to, directly or indirectly: (a) modify, enhance, adapt, translate, make improvements to, create derivative works based upon, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form, or circumvent any technological measure that controls access to or permits derivation of the source code of, the Software or any part thereof; (b) reverse engineer the Goods and Services, any part thereof, or any composition made using the Goods and Services; (c) rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder; (d) copy any part of the Software except for one (1) complete copy thereof for archival and/or back-up purposes, or as otherwise expressly authorized by Seller in writing; (e) change, distort, or delete any patent, copyright or other proprietary notices which appear in writing on or in a Goods and Services (including in any copies of Software); (f) make or permit use of any trademark, trade name, service mark or other commercial symbol of Seller without its prior written consent; (g) operate or make use of the Goods and Services in any way violative of applicable laws and regulations; and/or (h) take or permit any other action which could impair Seller's rights, or damage the image or reputation of quality inherent in the Goods and Services, Seller's business, reputation, Intellectual Property (defined below) or other valuable assets or rights. In the event Buyer rents, leases, sells or otherwise transfers the Goods and Services to a third party, Buyer agrees that it will require such third party to be bound by Sections 2 (Software and Documentation), 3 (Restrictions on Use), 4 (Proprietary Rights), and 22 (Confidentiality) hereof as a condition of such rental, lease, sale or other transfer.

4. PROPRIETARY RIGHTS

(a) Buyer acknowledges that, as between the parties, Seller is the sole owner of all Intellectual Property (defined below) that relate to the Goods and Services and the use thereof. No right or license in Intellectual Property is granted to Buyer, by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth in Section 2 (Software and Documentation) or in other written documentation provided by Seller. Except as required by law or as expressly set forth in other written documentation provided by Seller: (i) Intellectual Property directed to all or part of Goods and Services is licensed only upon purchase of the Goods and Services from Seller and only for use of the specific Goods and Services so purchased; (ii) Intellectual Property directed to a combination of Goods and Services (such as a system and consumables) is licensed only upon purchase of the entire combination from Seller and only for use of the combination of specific Goods and Services; (iii) Intellectual Property directed to a method of using Goods and Services is licensed only upon purchase of the Goods and Services from Seller that necessarily performs the method and only for use in connection with the specific Goods and Services so purchased; and (iv) Intellectual Property directed to a method of using a combination of Goods and Services (such as a system or process protocol with consumables or combinations of consumables) is licensed only upon purchase of the entire combination from Seller that collectively necessarily perform the method and only for use in connection with the combination of specific Goods and Services so purchased. As used herein, "Intellectual Property" shall mean any and all trade secrets, copyrights, patents, trademarks, trade names, logos, Software, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications and other proprietary information relating to the Goods and Services.

Notwithstanding any other provision of these T&Cs, any use herein of the terms "sale" or "purchase" or a similar term in connection with the Software shall only mean a license of such Software in accordance with the applicable software license agreement or Section 2 (Software and Documentation) of these T&Cs. Seller reserves the right to change or modify the Goods and Services, or modify the specifications or manufacturing processes for Goods and Services. Seller will use reasonable efforts to notify you of any proposed changes to published specifications.

(b) Buyer hereby grants to Seller a fully paid-up, royalty-free, worldwide, non-exclusive, perpetual, irrevocable, sublicensable (indirectly and directly through multiple tiers) right and license in, under, and to any patents and copyrights enforceable in any country issued to, obtained by, developed by or acquired by Buyer that relate to goods or services that are developed using the Intellectual Property of Seller. Such license shall also extend to Seller's customers, licensors and other authorized users of Seller Goods and Services in connection with their use of Goods and Services.

5. DELIVERY/FORCE MAJEURE – All shipping and delivery dates are approximate. Seller shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery that may be caused by sabotage, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, terrorist act, government order, or priorities granted by request of or for the benefit, directly or indirectly, of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or any other cause beyond Seller's control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its sole option, extend delivery time or cancel the order, in whole or in part. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS RESULTING FROM ANY DELIVERY FAILURE OR DELAY.

6. PRICES / FREIGHT – Seller strives to communicate accurate pricing and product information, but will not be held responsible for any pricing, typographical, or other errors in such communications. Prices for extras (including applicable surcharges), freight and transportation rates are subject to change, without notice, to reflect rates in effect at shipment date. Unless otherwise agreed, freight will be charged from original manufacture or processing point.

7. COMPLIANCE WITH LAWS/EXPORT CONTROL/ANTI-CORRUPTION – Seller intends to comply with laws or regulations applicable to the performance by Seller of each order, provided; however, that any failure of Seller to so comply shall not be a defense to, or excuse Buyer from, performance by Buyer of any order. The sale, resale or other disposition of materials and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and the United Kingdom and may be subject to the export and/or import control laws and regulations of other countries. Seller retains the right to cancel or delay delivery of any order at any time or amend the terms thereof, without penalty or liability, as required with respect to any export or import license or approval that Seller, in its discretion, determines may be required. Buyer agrees to comply with all such applicable laws, regulations and orders, and acknowledges that it shall not directly or indirectly export, re-export or divert any materials to any country, entity or person to which such export, re-export or transmission is restricted or prohibited. Buyer shall be solely responsible for determining compliance and obtaining all required approvals to facilitate the export of any products or technologies, and Seller shall be under no obligation to notify Buyer of any changes or updates to any laws, regulations, controls, restrictions or lists contemplated hereby. Buyer shall immediately inform Seller of any trade/export restrictions, whether they are of E.U., U.S., or other origin, which may impact Seller's compliance with internationally respected legislation, rules, protocols, advice or recommendations relating to trade/export restrictions. For clarity, in the event of any conflict between legislation of local origin and of U.S. origin, legislation of U.S. origin will prevail unless prohibited by mandatory legislation of local origin. Buyer represents, warrants and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of Goods and Services.

8. WARRANTY / CLAIMS / LIMITATIONS OF LIABILITY

(a) Seller shall, as Buyer's sole and exclusive remedy and at Seller's option, replace or, without replacement, render credit for any Goods and Services sold or provided to Buyer which, if properly selected, stored, processed and used by Buyer shall prove defective within one (1) year from the date of shipment or provision, as applicable. Goods and Services shall be deemed defective only to the extent it materially deviates from the chemical, physical and mechanical portions of applicable specifications, as accepted by Seller, Seller's standard manufacturing and commercial tolerances, variations and practices, and, for Software, Seller's published documentation. Seller shall, as Buyer's sole and exclusive remedy and at Seller's option, reprocess or render credit for any conversion services performed by Seller which do not conform to Buyer's applicable processing specifications as agreed to by Seller, within ninety (90) days from the service performance date.

(b) Samples supplied by Seller are solely for the purpose of evaluating the suitability of such Goods and Services for potential use and, as such, samples are not intended to serve as warranties of any type, either express or implied. Any samples are supplied "AS IS" without warranties of any kind. Buyer shall have sole responsibility for selection and specification of Goods and Services appropriate for its intended end use, even if Buyer has informed Seller of the end use for such Goods and Services. Buyer acknowledges that it alone has determined that the Goods and Services purchased or processed hereunder will suitably meet the requirements of their intended use.

(c) Seller's warranty obligations hereunder shall terminate and shall not apply in any case where any alleged failure or other breach of warranty was necessitated or caused in whole or in part by: (i) catastrophe, fault or negligence of the Buyer; (ii) operation or use of the Goods and Services in violation of these T&Cs or applicable laws or regulations; (iii) improper or unauthorized use; (iv) deviation from Seller recommended storage and maintenance procedures; or (v) any other failure to comply with applicable Goods and Services instructions and/or documentation.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR, AND BUYER RELEASES SELLER FROM, ANY AND ALL LIABILITY IMPOSED UPON MANUFACTURERS OR SELLERS OF GOODS AND SERVICES UNDER ANY PRODUCT LIABILITY THEORY OR SIMILAR LEGAL THEORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, DELAY IN DELIVERY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR USE OF MATERIALS SOLD OR PROCESSED BY SELLER, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSSES OF ANY KIND. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THESE T&CS AND FOR DEFECTIVE OR NON-CONFORMING GOODS AND SERVICES (INCLUDING SOFTWARE LICENSES) SOLD TO BUYER, EXCEED THE PURCHASE PRICE THEREOF. ANY ACTION AGAINST SELLER RELATING TO ANY ALLEGED BREACH OF WARRANTY OR ANY OTHER ALLEGED GOODS AND SERVICES OR SOFTWARE FAILURE, MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE(S) OF ACTION ACCRUE(S).

(e) SELLER IS ONLY LIABLE FOR THE GOODS AND SERVICES MANUFACTURED BY ITSELF AND ONLY TO THE EXTENT PURSUANT TO THESE T&CS. FOR AVOIDANCE OF DOUBT, TO THE EXTENT PERMITTED BY LAW, ANY NON-SELLER MANUFACTURED GOODS AND SERVICES ("THIRD-PARTY PRODUCTS") EVEN IF SUCH THIRD PARTY PRODUCTS ARE SOLD BY SELLER TO BUYER, ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. OTHER THAN THOSE WARRANTIES EXPRESSLY PROVIDED TO SELLER BY THE PROVIDER OF THE APPLICABLE THIRD PARTY PRODUCT, TO THE EXTENT THAT THESE CAN BE PROVIDED BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE OR LOSS THAT THE BUYER MAY INCUR RESULTING FROM PURCHASING, INSTALLATION AND/OR USE OF THIRD-PARTY PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO BUYER OR BE ENFORCEABLE WITH RESPECT TO BUYER.

(f) EXCEPT AS SPECIFICALLY SET FORTH IN THESE T&CS, AND NOTWITHSTANDING LANGUAGE IN ANY PROVISION TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER NEITHER MAKES, NOR ASSUMES ANY LIABILITY UNDER, ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIDDEN/LATENT DEFECTS, TITLE, NONINFRINGEMENT OR OTHERWISE, INCLUDING ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, PROPOSAL, SPECIFICATION OR SAMPLE. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, MADE BY ANY SALES REPRESENTATIVE OR OTHER SELLER AGENT OR REPRESENTATIVE THAT IS NOT SPECIFICALLY SET FORTH IN THESE T&Cs SHALL BE BINDING UPON SELLER. BUYER IS SOLELY RESPONSIBLE IN ALL CASES FOR SELECTION OF THE GOODS AND SERVICES, AND SOFTWARE TO ACHIEVE BUYER'S INTENDED RESULTS OR FOR BUYER'S PARTICULAR APPLICATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO BUYER OR BE ENFORCEABLE WITH RESPECT TO BUYER.

(g) Buyer shall notify Seller within thirty (30) days of discovery of defective or non-conforming Goods and Services. No claim shall be allowed by any party other than Buyer. Any claim for breach of the warranty that is not made within the timeframes set forth herein shall be deemed to have been waived. Unless otherwise agreed to in writing by Seller, Buyer shall set aside, protect and hold such Goods and Services without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such Goods and Services. In no event shall any Goods and Services be returned, reworked or scrapped by Buyer without Seller's written authorization.

(h) The limited warranty provided above does not apply to Goods and Software that are supplied for testing and/or evaluation ("Prototype Goods") or to any non-Seller branded or third-party products supplied to Buyer by Seller ("Third Party Products"). PROTOTYPE GOODS AND THIRD PARTY PRODUCTS ARE SUPPLIED "AS IS" WITHOUT WARRANTY OF ANY KIND. Seller will have no liability for any claims relating to Prototype Goods or Third Party Products, and Buyer shall indemnify, defend and hold Buyer harmless from any such claims.

9. TITLE / SECURITY INTEREST – Delivery is made available Ex Works (Incoterms 2010) at Seller's designated facility, unless agreed otherwise agreed in writing by the parties in the respective order and with respect to shipping costs, risk of loss and title transfer, except that **regardless of the delivery method**, title transfer shall never occur for any licensed Software

associated with any Goods and Services sale. Buyer's failure to make any payment due hereunder, or on request to give proper shipping instructions, or to accept delivery at times stated, or to comply with all terms of any contract between Buyer and Seller shall give Seller, in addition to all other available remedies, the right to deduct any undelivered quantities of Goods and Services from the total quantity to be furnished under this or any other contract between Buyer and Seller. Title to materials shall pass immediately upon delivery to a carrier at point of shipment. Buyer hereby grants to Seller a security interest (which is deemed a purchase money security interest) in all Goods provided to Buyer by Seller or upon which Seller performs services for Buyer, to secure payment by Seller for all such Goods and Services. In event of Buyer's nonpayment of any debt, obligation or liability now or hereafter incurred or owing by Buyer to Seller, Seller shall have all rights of, and all remedies available to, an unpaid secured creditor under applicable laws, and all other rights and remedies available at law or in equity. Buyer agrees, and, to the extent permitted by law, Seller is authorized to, execute and file whatever documents are necessary, including security agreements or financing statements, to evidence and perfect the security interest granted herein.

10. TAXES – Any duties, tariffs, excise, levies or taxes, including GST and VAT where applicable, that Seller is required to pay or collect under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby, shall be for Buyer's account, and Buyer agrees to pay the amount thereof to Seller upon request.

11. DELIVERY / RISK OF LOSS – Unless otherwise specifically stated on a document of sale agreed to in writing by Seller, delivery shall occur and risk of loss shall pass to Buyer upon delivery of the material to a carrier at point of shipment. Transportation shall be at Buyer's sole risk and expense, and any claim for loss or damage in transit shall be against the carrier only.

12. CANCELLATION / CHANGE ORDER REQUESTS – An order cannot be modified or cancelled by Buyer without Seller's written consent. In no event shall any order be modified or cancelled for any portion thereof already processed, manufactured or in process of manufacture, processing or performance, at the time the request for modification or cancellation is received by Seller, except upon terms, satisfactory to Seller, that protect and indemnify Seller against all loss.

13. QUANTITY – Seller may deliver commercially reasonable overages or underages of weight, length, size and/or quantity. Any reasonable variation shall constitute compliance with Buyer's order and the unit price will continue to apply. If this order is for Buyer's requirements, Buyer shall provide information sufficient to confirm actual requirements at Seller's request.

14. PAYMENT TERMS – Unless otherwise specifically stated on a document of sale agreed to in writing by Seller, terms of payment for each order without setoff shall be net cash (U.S. Dollars) in thirty (30) days from invoice date. Restrictive endorsements on Buyer's checks will not reduce Buyer's obligations to Seller. The unpaid portion of amounts due to Seller shall bear interest at the rate of 1.5% per month or the maximum legal rate if less. Buyer shall be liable for all costs incurred by Seller (including attorneys' fees or other costs) in connection with the collection of any past due amounts owed by Buyer.

15. REMEDIES FOR NONPAYMENT – In the event Buyer is in default in the payment of any sum invoiced by Seller, then, without prejudice to Seller's other rights and remedies: all outstanding sums shall immediately become due and payable to Seller, notwithstanding any credit terms previously granted by Seller to Buyer; Seller may delay or suspend delivery of Goods and Services (including Software) hereunder, or cancel any existing, pending or new orders and/or agreements with the Buyer; Seller may retain any amount already paid to it by Buyer; and Seller may recover its reasonable attorney's fees and other expenses incurred in enforcing its rights and remedies hereunder.

16. ADEQUATE ASSURANCE – Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's sole opinion, Buyer's financial condition or other grounds for insecurity warrant such action.

17. INDEPENDENT CONTRACTORS/ASSIGNMENT – The parties hereto are independent contractors, and nothing herein shall be construed as creating a joint venture, partnership or employment relationship or granting either party the right to bind the other. Buyer shall not assign any order or any interest therein, or any of the rights thereunder without Seller's written consent. Any such actual or attempted assignment without Seller's written consent shall be null and void and entitle Seller to cancel such order or any of the rights thereunder upon notice to Buyer. Seller may assign its rights or obligations under these T&Cs. Subject to the foregoing, Buyer's rights or obligations under these T&Cs shall be binding upon and inure to the benefit of each party's respective permitted successors and assigns.

18. INTELLECTUAL PROPERTY INDEMNIFICATION – Buyer shall indemnify, hold harmless and defend Seller, its affiliates, and its and their employees, officers, directors and agents ("Seller Indemnified Parties") against any liability for patent, trademark, trade name, trade secret or copyright infringement arising out of the preparation, manufacture, processing, sale or performance of any Goods and Services in accordance with Buyer's order, specifications or instructions. Further, Buyer shall defend, indemnify, and hold harmless the Seller Indemnified Parties against any claim, suit or proceeding arising out of or relating to any Exclusions (defined below); provided that (a) Buyer shall not settle any claim or enter into any agreement that affects Seller's rights or interests without Seller's prior written consent; and (b) that if Buyer does not diligently defend against such claim, suit, or proceeding, Seller shall be entitled to obtain its own legal counsel to direct the defense thereof at Buyer's sole cost and expense. "Exclusions" shall be defined as (i) production, sale or use of prototypes, outputs, or other results of the Goods and Services; (ii) any method of using Goods and Services, other than methods inherent in, and necessary for, the operation of, the Goods and Services as supplied; (iii) the use of any Goods and Services which has been modified by Buyer or any third party without obtaining Seller's prior written authorization; (iv) the result of Seller's compliance with any of Buyer's requested designs or specifications; (v) circumstances giving rise to

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one or more warranty exclusions under Section 8 above; and/or (vi) Buyer's continued use of any Goods and Services after receipt of notice of infringement.

19. TOOLING – Unless otherwise expressly agreed, all tools, equipment, fixtures, gauges, and related drawings and designs shall be and remain Seller's property and shall be held by Seller at its disposal. Buyer shall be responsible for all costs of maintenance, repair and replacement of any such items, whether owned by Seller or Buyer, if used exclusively for the provision, manufacture or processing of Goods and Services by Seller for Buyer. Buyer will obtain and maintain adequate liability insurance on the Goods and Services against loss or damage from any external causes, with Seller named as an additional insured under all such policies. If any such items remain inactive for a period of three (3) years, Seller reserves the right to dispose of such items at its sole discretion.

20. GOVERNMENT CONTRACT TERMS / MANDATORY FLOW DOWNS – If Buyer's order is for a United States government contract, and Goods and Services are to be used in the performance of said contract, Buyer shall notify Seller in writing at time of order of only those mandatory flow down clauses of applicable U.S. government procurement regulations required by federal statute or regulation to be included in U.S. government subcontracts, and such clauses shall be incorporated herein by reference if accepted by Seller at order acceptance. If Buyer is part of an agency, department, or other entity of the U.S. government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Goods and Services or Software is further restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies, and the Defense Federal Acquisition Regulation Supplement as applied to defense and military agencies, for "commercial items," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use thereof by the U.S. government shall be governed solely by these T&Cs.

21. RIGHT OF ACCESS – Buyer may visit Seller's premises only upon terms set by Seller. No visit shall be allowed without Seller's receipt of a written request by Buyer at least one month prior to such a visit. Any such visit may be made only to verify proper execution of Buyer's order, as limited by the need to protect Seller's know-how and trade secrets as well as rights of third parties.

22. CONFIDENTIALITY – Buyer agrees to hold all confidential or proprietary information (including, without limitation, technology, software, ideas, know-how, processes, specifications, technical data, configurations, algorithms and trade secrets) which is disclosed by Seller (collectively, "Confidential Information") in strictest confidence, and agrees not to use any Confidential Information for any purpose outside the purchase, sale and use of Goods and Services, and not to disclose the Confidential Information to any third party, except to those employees of Buyer who are bound by written restrictions at least as protective of Seller's Confidential Information as those provided herein, and who must be given access to the Confidential Information solely to use the Goods and Services in accordance with these T&Cs. Upon Buyer's execution of a non-disclosure agreement with the applicable consultants approved in writing by Seller, Seller's Confidential Information may also be disclosed by Buyer to such consultants who have been retained to perform services in connection with the Goods and Services, provided that Buyer shall remain liable for any breach of such agreement, or damage or loss incurred as a result of such breach, by any such consultants.

23. MERGER CLAUSE / ENTIRE AGREEMENT / MODIFICATIONS – These T&Cs and any purchase order or other sales documentation into which they are incorporated by reference constitute the entire contract between Seller and Buyer, and supersede all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter hereof. To the extent that any terms in the sales documents and these T&Cs conflict, the terms on the front of Seller's sales documents shall control and prevail, followed by these T&Cs. No modification hereof shall be of any force and effect unless in writing and signed by the party claimed to be bound thereby. [Notwithstanding the foregoing, these T&Cs may be modified by Seller from time to time and in its discretion, by delivery of replacement T&Cs to Buyer, and/or by posting such then-current T&Cs at <https://www.cartech.com>.] Any failure by either party to exercise any right or remedy under the terms or these T&Cs does not constitute a waiver, or signify acceptance, of the event giving rise to such right or remedy. Any waiver or other alleged modification or amendment by Seller of any provision of these terms or these T&Cs must be in writing and signed by an authorized officer of Seller to be valid. A waiver of any of the terms or conditions hereof shall not be deemed a continuing waiver but shall apply solely to the instance to which the waiver is directed. If any portion of these T&Cs is declared to be unenforceable by a court of competent jurisdiction, all other portions shall be considered to be valid and enforceable to the extent they are reasonably severable.

24. GOVERNING LAW / JURISDICTION – These T&Cs and accompanying sales documentation shall be governed by and construed in accordance with the laws of Pennsylvania, without application of conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Any claim, dispute or controversy arising from or relating to any contract for Goods and Services, directly or indirectly, may be brought only in state and federal courts located in Pennsylvania, and the parties hereto consent to be subject to the jurisdiction of such courts. With respect to both the above jurisdiction rules, Customer hereby agrees to the exclusivity of such applicable jurisdictions and irrevocably waives any personal, subject matter, inconvenient forum or other objections thereto. Notwithstanding the foregoing, Buyer also hereby consents to the jurisdiction of any court(s) of competent jurisdiction in which Seller seeks equitable or injunctive relief for the breach of any of these T&Cs and in all cases waives any applicable right to a jury trial.

25. TERMINATION – Seller reserves the rights to terminate and revoke these T&Cs and terminate its relationship with Buyer at any time following Buyer's breach of any of these T&Cs, and such termination shall be effective immediately upon written notice thereof to Buyer. Upon termination for any reason, Buyer shall immediately cease use of any Software not embedded within the Goods and Services, delete or destroy all copies in its possession, including that which may have been provided to contractors or consultants, and execute and deliver to Seller a certification evidencing same. Provisions which by their nature should survive termination of the parties' business

relationship and these T&Cs, including, but not limited to, Sections 2, 3, 4, 7, 8, 9, 10, 14, 15, 17, 18, 20, and 22 through 26 shall so survive indefinitely.

26. NOTICES – All notices and communications between the parties shall be in writing and addressed and sent by: (a) email where delivery is verifiable by automated receipt; (b) facsimile, where delivery is verifiable by automated delivery receipt; or (c) by national or international overnight courier service where delivery receipt is provided to the addresses set forth in any order, or to such other replacement addresses as may be provided from time to time by each party by written notice given in accordance with this Section 26. Any notice to Seller shall be to the attention of CEO or other authorized contact identified in the applicable order acknowledgment. Notice shall be deemed to have been duly received by a party as of the date such notice was delivered in accordance with any of the methods prescribed herein.