MATLAB, INC.
STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE**. Acceptance of this quotation may be had by the following actions of CUSTOMER whichever first occurs: (1) signing and dating this document and returning the same to MATLAB; (2) delivering any goods or items that are subject to this quotation to MATLAB for service by MATLAB; or (3) receipt by MATLAB of a purchase order in conformance with this quotation. CUSTOMER agrees that if any term in any purchase order or any other document sent by CUSTOMER in response to this quotation conflicts with or adds to any term in this quotation, then the terms in this quotation control and/or supersede any conflicting or additional term.

2. **NATURE OF AGREEMENT**. MATLAB shall provide value added services (the "Services") to CUSTOMER'S Products (the "Products") in accordance with the MATLAB QUOTATION. CUSTOMER shall deliver the Products to MATLAB according to MATLAB'S instructions.

3. **PRICE ADJUSTMENT**. Prices are valid according to the terms of the MATLAB QUOTATION, for a maximum of 90 days from the date of the MATLAB QUOTATION. If there are changes adverse to MATLAB in currency exchange rates or import duties affecting the Services or Products, then MATLAB shall have the option to cancel the contract for Services or Products herein without further liability to the CUSTOMER other than refunding to CUSTOMER any payments for the Services/Products received by MATLAB from CUSTOMER prior to cancellation. MATLAB shall give CUSTOMER reasonable notice of any such cancellation and the reasons therefor.

4. **PAYMENT TERMS**. MATLAB'S payment terms are NET 30 DAYS unless otherwise provided by MATLAB. MATLAB reserves the right to offer other payment terms to CUSTOMER at MATLAB'S sole discretion.

5. **SHIPMENT, RISK OF LOSS, AND DELIVERY**. The shipment date given by MATLAB is only an estimated shipment date and is not a representation or guarantee of a particular date of shipment or delivery. MATLAB will attempt to ship the Products for delivery on or about the times stated, although time shall not be of the essence as to delivery. If CUSTOMER delivered the Products to MATLAB for the Services, CUSTOMER retains the risk of loss while the Products are in MATLAB'S possession. Unless otherwise agreed in writing by MATLAB, delivery of any Products sold by MATLAB shall be F.O.B. MATLAB'S place of shipment. The Products will be shipped under a Bill of Lading, naming CUSTOMER as Consignee. After the Products have been delivered to a shipper for transportation to CUSTOMER, MATLAB shall transmit the Bill of Lading to CUSTOMER at CUSTOMER'S address set forth in the MATLAB QUOTATION. MATLAB may, at its option, ship the Products in lots from time to time or all at one time. In the absence of written instructions from CUSTOMER, MATLAB shall have the absolute discretion as to the shipper and routing of shipments. The cost of shipping and insurance for the Products shall be the responsibility of and paid for by CUSTOMER. No loss or damage to the Products shall impair any obligation of CUSTOMER hereunder and all such obligations shall continue in full force and effect until discharged. CUSTOMER shall have the responsibility for and expense of preparing and filing claims against carriers for loss or damage to Products in transit. MATLAB follows a 30 minute dock policy when used as a method of transporting Products.

6. **RETURN OF CONSIGNED GOODS.** CUSTOMER agrees to provide to MATLAB production parts that are the same or better quality as the samples provided for purposes of obtaining MATLAB'S quotation. In the event CUSTOMER fails to deliver production parts of such quality, CUSTOMER agrees that MATLAB may return such parts to CUSTOMER at CUSTOMER'S sole cost and expense. In addition, after delivery of any Services or Products by MATLAB to CUSTOMER, in the event spare or scrap parts relating to the Products remain at MATLAB'S facilities, CUSTOMER may provide written authorization to MATLAB to dispose at CUSTOMER'S expense such spare or scrap parts. Upon receipt of such written authorization, MATLAB shall dispose of such parts and CUSTOMER agrees to pay any and all MATLAB'S costs and expenses relating to such disposal.

7. **LIMITED WARRANTY, EXCLUSIONS, DISCLAIMERS, LIMITATIONS OF REMEDIES**.

   (a) **Express Limited Warranty**. MATLAB warrants to CUSTOMER only, and not to any subsequent transferees, that upon shipment, the Services performed or Products sold substantially conform to the Services or Products described in the MATLAB QUOTATION. MATLAB warrants that the Products at the time of shipment shall be in material compliance with CUSTOMER'S quality criteria. All warranty claims must be made in writing specifying the alleged defect or non-conformity and delivered to MATLAB within thirty (30) days after CUSTOMER receives the Products. Within a reasonable time after any such timely notification, MATLAB will act, at MATLAB'S sole option, to re-service the non-conforming Products according to CUSTOMER'S specifications. CUSTOMER shall deliver at the cost of MATLAB, any non-conforming or defective Product or part(s) to MATLAB upon authorization from MATLAB at the location specified on the return authorization. These remedies are CUSTOMER'S exclusive remedies for breach of warranty or contract or in tort.

   (b) **Exclusions**. MATLAB'S warranty does not apply to: (i) damage caused by use of the Products for purposes other than those for which they were designed; (ii) damage caused by disasters such as fire, flood or electrical storm; (iii) damage caused by unauthorized attachments, alterations or modifications; (iv) damage occurring during shipment; (v) damage caused by abuse, misuse or neglect by CUSTOMER; (vi) defects in the manufacturing process discovered after the expiration of the express warranty; (vii) damage caused by third parties; (viii) damage caused by unauthorized repairs; (ix) or damage caused by ordinary wear and tear.

   (c) **DISCLAIMER OF OTHER WARRANTIES**. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF SERVICES PERFORMED IN A WORKMANLIKE MANNER, OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED BY MATLAB AND EXCLUDED FROM THIS CONTRACT. THIS DISCLAIMER OF WARRANTY SHALL NOT LIMIT CUSTOMER'S RECOURSE AGAINST THE MANUFACTURER OF THE PRODUCTS UNDER ANY WARRANTY, IF ANY, EXTENDED BY SUCH MANUFACTURER. ANY WARRANTY OF ANY MANUFACTURER SHALL NOT BE DEEMED TO BE THE WARRANTY OF MATLAB.**

   (d) **Limitation of Remedies**. The remedies contained herein are CUSTOMER'S only remedies concerning the Products or occurrences related thereto. In no case shall MATLAB be liable for any special, incidental or consequential damages of any kind which may arise in connection with the use of or inability to use the Products and whether such damage is based on a theory of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Damages hereunder not recoverable include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Products, cost of capital, cost of any substitute Products, facilities or service, downtime, the claims of third parties, including customers, and injury to property or persons.

   (e) **No Other Warranties**. No agent, representative or employee of MATLAB is authorized to change the warranties herein or to give any other warranty, express or implied.

   (f) **Entire Contract**. The MATLAB QUOTATION and these STANDARD TERMS AND CONDITIONS contain and constitute the complete contract and agreement between the parties respecting the Services to be provided and/or the Products and supersede all other agreements, written or verbal, between the parties related to the Products, and may not be modified, rescinded or canceled, or any right of MATLAB thereunder waived, except in a writing signed by an officer of MATLAB.

8. **FORCE MAJEURE**. MATLAB shall have no liability for any non-performance or delay in performance of its obligations caused by force majeure, failure of transportation, or failure of MATLAB'S suppliers to deliver supplies or raw materials.

9. **WARRANTY OF TITLE**. MATLAB warrants that upon delivery of the Products to CUSTOMER, good title to the Products, free and clear of all liens and encumbrances (except for the purchase money security interest granted to MATLAB hereunder) will be transferred to CUSTOMER.

10. **NO LIABILITY TO THIRD PERSONS**. CUSTOMER agrees to hold harmless and indemnify MATLAB for any claim or action by any employee of CUSTOMER or MATLAB and any other third person arising out of or alleged to arise out of the delivery or use of the Products at CUSTOMER'S place of business.

11. **STATUTE OF LIMITATIONS**. Any arbitration for breach of warranty, breach of contract, tort, or other permitted action or remedy must be commenced within twelve (12) months following delivery of the Products to CUSTOMER or it shall be forever barred.

12. **CUSTOMER'S DEFAULT, ATTORNEY FEES**. If CUSTOMER should default in the payment of any sums due and owing to MATLAB, and MATLAB engages counsel in respect thereof, CUSTOMER agrees to pay, in addition to the balance then due and owing, reasonable attorney fees and all costs of collection.

13. **ARBITRATION, GOVERNING LAW**. The parties agree that any controversy, claim, or dispute arising out of or related to the Services provided, the Products or the MATLAB QUOTATION or these STANDARD TERMS AND CONDITIONS, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration rules then in existence of the American Arbitration Association, and judgment upon the award rendered may be entered by any court having jurisdiction of the parties. The place of arbitration shall be Randolph County, North Carolina. Expenses for the arbitrators' services, the court reporter fees, and the prevailing party's reasonable attorney fees and other costs of the proceeding shall be borne by the non-prevailing party. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator(s) shall determine which party is the prevailing party and in the case of split decision shall take into account, among other factors, the extent of each party's success or failure, the amount involved, and the results obtained in determining the fees and costs taxed pursuant to this provision. The agreement between CUSTOMER and MATLAB, all acts and occurrences related thereto, and the rights and obligations of the parties shall be governed, construed and interpreted according to the laws of the State of North Carolina.

14. **WAIVER-INDEMNIFICATION**. CUSTOMER hereby (i) waives, releases and discharges any and all claims (except for claims for breach of the MATLAB QUOTATION and these STANDARD TERMS AND CONDITIONS) of any and every kind (including, but not limited to, injury to or death of any person or damage to property), which it may have at any time against MATLAB, its agents or employees, by reason of or arising out of any condition or defect in the Products, including, but not limited to, any claimed improper design, specifications or manufacturing defect of the Products, or devices; and (ii) covenants to indemnify and hold harmless MATLAB, its agents, employees, distributors or the manufacturer of, from and against any and all loss, damage, expense, claims, suits, costs of defense, including attorney fees or liability which MATLAB or any of its employees, agents, distributors or the manufacturer may sustain or incur at any time for or by reason of any injury to or death of any person or persons or damage to any property, arising out of: (1) any condition or defect of the Products or any improper use by CUSTOMER'S employees or any use by unauthorized users; or (2) any claimed inadequate or insufficient safeguards or safety devices or warnings.

15. **RESERVATION OF RIGHTS**. No failure of MATLAB to insist upon or compel compliance by CUSTOMER with any of the terms, provisions or conditions hereof shall be construed as a waiver by MATLAB of its rights to insist upon compliance therewith in the future.

16. **SEVERABILITY**. The terms and provisions set forth in the MATLAB QUOTATION, and these STANDARD TERMS AND CONDITIONS are severable and the invalidity of any one provision or term shall not affect the enforceability of the remaining provisions or terms.

17. **NON-CANCELABLE**. The agreement between CUSTOMER and MATLAB concerning the Services or Products may not be revoked or canceled by CUSTOMER. MATLAB may, in its sole discretion, permit CUSTOMER to cancel or limit its agreement upon payment of thirty percent (30%) of the purchase price of the Services or Products (or such lesser or greater amount as agreed to in writing by MATLAB) as a tooling/startup (including acquisition of paint, parts and other supplies)/cancellation fee and payment of all transportation and related expense of returning any unused Products or parts to CUSTOMER.

Customer Signature: _____

Print Name: _____

Date: _____