

General Terms of Sale

1. Acknowledgements. STW Technic, LP (“Seller”) agrees to sell to the other party agreeing to these General Terms of Sale (“Buyer”) the goods described in the purchase order, order form, proposal, ordering document, quotation, confirmation of sale, invoice or other ordering document incorporating or otherwise governed by these General Terms of Sale (each, an “Order”) subject to the terms and conditions set forth herein. The General Terms of Sale, together with the Order and any other terms agreed to by the parties in writing (e.g. Seller’s Software License and Services Agreement), constitute the “Agreement”, provided that any additional or different terms in any Buyer purchase order or other instrument are rejected and are not binding upon Seller.

2. Purchase Price and Payments. All amounts owed are payable in U.S. dollars. Goods are provided EXW Seller’s place of business unless otherwise specifically indicated. Buyer shall pay all amounts due within 30 days of the date of the corresponding invoice, unless otherwise specifically indicated. All invoices paid after due date will be assessed a late payment charge of the lesser of 1.5% per month or the maximum amount permitted by law. Fees and expenses due from Buyer under this Agreement may not be withheld or offset by Buyer against other amounts for any reason.

3. Taxes and Assessments. Unless otherwise specified, prices quoted by Seller exclude taxes and assessments including but not limited to, sales, use, value added or excise taxes, duties, tariffs, imposts, and other charges or assessments which are the sole liability of Buyer. If Buyer asserts no sales tax is due, it shall furnish Seller a valid, executed tax exemption certificate for the jurisdiction where the products are shipped to.

4. Delivery, Title and Risk or Loss. Title and risk of loss of any goods delivered hereunder shall pass to Buyer upon Buyer’s receipt thereof. In the event that the goods are shipped to the Buyer, risk of loss passes to the Buyer upon Seller’s delivery of the goods to the shipper/transport company. Unless otherwise agreed in writing: (i) Seller may select packing, shipment, routing and carrier; (ii) goods will be packaged according to industry standards and special packaging will be subject to additional charges; (iii) lots or installment deliveries shall be deemed covered by a separate contract and any rejection or revocation of acceptance of one lot or installment shall affect only such lot or installment and shall not impair the value of the balance of the Order; and (iv) a grace period of 10 business shall be allowed on each delivery.

5. Inspection and Acceptance of Goods. Buyer shall inspect the goods within 10 business days after delivery. Failure of Buyer to inspect the goods and/or failure to notify Seller in writing of any noncompliance, shortage or other reason for Buyer’s rejection of any of such goods within such 10-day period or the specific grounds for rejection shall constitute irrevocable acceptance of the goods.

6. Packaging. Packaging materials used by Seller that are specifically designated as “leased” either in the invoice or the freight papers, shall be returned by Buyer, at Buyer’s costs, to Seller no later than two (2) months after the agreed upon delivery. Failure to return such materials in a condition that they can be reused by Seller or in a timely manner shall entitle Seller to claim from Buyer the costs for replacing such packaging materials. Other packaging materials provided by Seller may only be reused by Buyer once any trademarks, logos, etc. of Seller have been removed.

7. Force Majeure. Seller shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, embargos, fire, floods, inability to obtain materials, labor or services, conditions arising from government orders or regulations, war or national emergency, Acts of God, pandemics, epidemics and widespread disease, and any other cause or other events which are beyond Seller’s reasonable control (each a “Force Majeure”). Buyer may not refuse delivery or its payment obligations on grounds, or an event, of Force Majeure.

8. Security Interest. As collateral security for the payment of the purchase price of the goods, Seller reserves, and Buyer hereby grants to Seller, a lien on, and purchase money security interest in, goods sold hereunder equal to the price of such goods. Said interest shall be released on receipt of payment in full. Upon request, Buyer agrees to sign and give UCC forms to Seller for filing. Buyer’s refusal to deliver a duly signed UCC authorizes Seller to sign and record this document and a UCC form as attorney-in-fact for Buyer to perfect said security interest of Seller.

9. Limited Warranty- Warranty Procedures. Except as otherwise provided in a separate written agreement between Seller and Buyer, Seller warrants to Buyer that its goods will substantially conform to the agreed upon purchase specifications and be free from defects and deficiencies in workmanship and materials in all material respects for a term of twelve (12) months from the date of sale of such goods to the Buyer as specified in the shipment documents for each product. In the event of a valid warranty claim, as Seller’s sole obligation and Buyer’s sole remedy, Seller may repair or replace the returned goods at its sole discretion. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. THE LIMITED WARRANTY SET FORTH HEREIN SHALL NOT APPLY TO ANY NONCONFORMANCE DUE, IN WHOLE OR IN PART, TO CAUSES OTHER THAN SELLER, INCLUDING WEAR, IMPROPER ALTERATIONS, MODIFICATIONS, APPLICATIONS OR INSTALLATIONS, ABUSE, INADEQUATE MAINTENANCE, USE IN VIOLATION OF SELLER’S INSTRUCTIONS, OR DAMAGE CAUSED OTHER THAN BY SELLER (INCLUDING MALFUNCTION OF COMPONENTS SUPPLIED BY OTHERS). Warranty claims must be in writing and made within fourteen (14) days of discovery of the defect. If goods are to be returned to Seller, Buyer must previously obtain from Seller a Return Material Authorization (RMA) number. Obtaining such RMA number requires stating the underlying Order number as well as Seller’s invoice number, a description of the affected goods (including Seller’s part number and serial number) and a detailed description of the alleged defect. If Seller, upon inspection of the returned goods, finds that no warranty claim exists, Buyer agrees to pay Seller a handling and service fee of \$100 per unit plus all costs for transport, freight and packaging. Seller may request advance payment of such fee and costs, provided further, that it will refund such amounts to Buyer in case a valid warranty claim exists.

10. Limitation of Liability; Statue of Limitation. IN NO EVENT SHALL SELLER BE OBLIGATED OR LIABLE TO BUYER OR ANY OTHER PERSON, IN TORT OR CONTRACT OR OTHERWISE, BASED UPON NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, FOR ANY

DAMAGES OR LOSSES OF ANY KIND THAT ARE SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONTRIBUTORY IN NATURE, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON ANY LOSS OR DAMAGE RESULTING FROM GENERAL OR PARTICULAR REQUIREMENTS AND NEEDS OF BUYER OF WHICH SELLER MAY HAVE HAD REASON TO KNOW, LOST PROFITS OR REVENUE, ANTICIPATED SAVINGS, GOODWILL, FACILITY OR PRODUCTION DOWNTIME, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, LOSS OR DAMAGE OF MATERIALS, LOSS OR INJURY TO PERSON OR PROPERTY, NOR SHALL SELLER BE LIABLE FOR ANY DAMAGES FOR DAMAGE TO OR LOSS OF BUYER'S PROPERTY BASED UPON BUYER'S USE OR POSSESSION OF THE GOODS. Without limiting the foregoing, Seller shall have no liability or responsibility for damage or loss of use of goods from transit, opening of the goods, accident, disaster, force majeure, misapplication, abuse, misuse, improper unloading or handling, negligence, vandalism, failure to properly maintain or operate, Buyers programming or applications, modifications other than by Seller, integration with other applications, installation or repair attempts other than by Seller, environment, external sources, or normal wear and tear. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF SELLER FOR ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT OR THE GOODS COVERED HEREBY EXCEED THE NET AMOUNT RECEIVED BY SELLER FOR THE GOODS SOLD HEREUNDER. ANY ACTION OR SUIT BY BUYER AGAINST SELLER RELATING TO THIS AGREEMENT OR THE GOODS COVERED HEREBY MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF INVOICE FOR SUCH GOODS.

11. Indemnity. Buyer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees, agents, successors, or assigns from and against any and all liability claims, suits, actions, losses, costs or expenses, including reasonable attorneys' fees, relating to or arising out of any claim or demand (a) for any taxes, penalties and interest paid by Seller and any actions related thereto taken by Seller; or (b) relating to or arising out of Buyer's breach of any obligations hereunder.

12. Confidential Information. Buyer agrees to receive and hold Confidential Information of Seller in trust and in strictest confidence and shall not use, reproduce, distribute, disclose or otherwise disseminate any Confidential Information except as necessary to perform its obligations hereunder. Disclosures of the Confidential Information may be made only to Buyer's employees and agents who have a specific need to know and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means information relating to the business, products and services of Seller which is or has been disclosed to Buyer, and which has value to Seller and is not generally known to Seller's competitors, including (without limitation) information regarding Seller's product plans, designs,

costs, prices, finances, marketing plan, business opportunities, personnel, R&D activities and know-how, as well as any transaction between Seller and Buyer. On request of Seller, Buyer shall return any proprietary or Confidential Information or property of Seller.

13. Patents and Other Intellectual Property Rights. In the event Buyer supplied designs, specifications or instructions which are incorporated into the goods sold hereunder, or Buyer modifies any goods or combines them with other products, Buyer warrants that such goods will not infringe any patent, trademark, copyright or other intellectual property of another, and Buyer agrees to indemnify, hold harmless and defend Seller, its affiliates, successors, assigns, customers and users from and against any and all such losses, damages, liabilities, claims and demands (including attorney's fees) and lawsuits at law or in equity for infringement of any patents, trademarks, copyrights or other intellectual property rights pertaining to the goods arising from Buyer's designs, specifications or instructions.

14. Postponement and Cancellation. Notice of Buyer regarding request for postponement in shipment schedule must be received by Seller in writing at least 10 days prior to the original scheduled shipment date, and are not guaranteed to be approved. Postponements of more than 30 days may result in additional charges to Buyer. Sales Order cancellations are expressly disallowed once Orders have been processed by Seller and Order Confirmation has been issued to Buyer.

15. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia of the United States of America, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Buyer and Seller agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Georgia with respect to any dispute arising out of this Agreement.

16. Default and Remedies. If Buyer commits or suffers an act of bankruptcy, reorganization, merger, change in control, dissolution or bulk transfer, or violates the terms of an agreement with Seller, in addition to other remedies, Seller may declare itself insecure and suspend performance of the Order until receiving adequate assurance of performance or treat such event as a default. Subject to the terms of this Agreement, the parties are entitled to exercise all remedies available at law or in equity which are cumulative and may be exercised at any time and in any combination allowed by law. If Seller reasonably believes the financial condition of Buyer does not justify shipment on the within terms, Seller may make a written demand for full or partial payment in advance, suspend its performance until such payment is received or cancel any order.

17. Notices. All notices hereunder must be in writing, which shall be deemed duly given upon delivery if delivered by electronic transmission or by mail. Notice shall be provided at the last known address of the receiving party.

18. General. The Agreement represents the complete agreement between the parties with respect to the goods sold hereunder. Any modification hereof shall be in writing signed by both parties. If any provision herein shall be held to be invalid, illegal or unenforceable, these General Terms of Sale shall be construed as if such provision is not contained herein, and such invalidity, illegality or unenforceability shall not affect any other

provision herein. Terms herein which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.