



STANDARD TERMS AND CONDITIONS OF PURCHASE

THE PURCHASE OF PRODUCTS HEREUNDER IS EXPRESSLY CONDITIONED UPON THE SUBJECT TO SELLER'S ASSENT TO ALL TERMS AND CONDITIONS SET FORTH HEREIN AND IN BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, CONTAINED ON THE REVERSE HEREOF. SELLER'S ACCEPTANCE, AS DESCRIBED IN BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, SHALL CONSTITUTE SUCH ASSENT. ANY ADDITIONAL OR DIFFERENT TERMS IN SELLER'S DOCUMENTATION AND NOTICE OF OBJECTION TO AND REJECTION OF SUCH TERMS IS HEREBY GIVEN.

Blueshift Materials, Inc.

STANDARD TERMS AND CONDITIONS OF PURCHASE

- ACCEPTANCE.** Blueshift Materials, Inc. (“Buyer”) hereby offers to purchase from the vendor named on the face hereof (“Seller”) the products described on the face hereof (“Products”) subject to the terms and conditions contained herein. These Standard Terms and Conditions of Purchase, together with information contained on the face hereof (and any shall constitute the entire agreement and understanding of Seller and Buyer with respect to the purchase of Seller’s Products, superseding all prior oral or written understandings relating thereto. If Seller’s order acknowledgement, invoice or other documentation contains provisions inconsistent with the provisions hereof, these terms and conditions shall prevail. Seller’s start of performance under this Purchase Order shall constitute Seller’s acceptance of all terms and conditions herein.
- PRICES.** Unless otherwise expressly approved in writing by Buyer, prices for all Products are noted on this purchase Order, and may not be changed without the prior written consent of Buyer. Unless otherwise stated on the face hereof or elsewhere herein, all such prices are FOB Buyer’s facility to which Products are to be shipped and are complete. No additional charges of any type shall be added without Buyer’s express written consent.
- TERMS OF PAYMENT.** Unless otherwise stated on the face hereof, Buyer shall pay all amounts due for Products purchased hereunder within forty-five (45) days after (a) Buyer’s receipt of Seller’s invoice or (b) if later, Buyer’s acceptance of the Products. Buyer shall be entitled to a discount of two percent (2%) on the gross invoice price if payment is remitted within (10) days after receipt of invoice. No interest charges or other penalties for late payment may be assessed by Seller without the prior written consent of Buyer.
- SHIPPING AND DELIVERY.** Seller shall be responsible for packing, shipping, and safe delivery of all Products and shall bear all risk of damage or loss until the Products are delivered to, and accepted by, the schedule set forth in this Purchase Order. In the event of failure to make timely delivery, Buyer shall have the right, upon written notice to the Seller, to cancel this Purchase Order, in its entirety or as to Products not delivered on time. Buyer shall have no liability for any damage resulting from such cancellation. If accelerated shipping means are required to meet the delivery schedule set forth herein, or to minimize the lateness of delivery, excess shipping charges shall be borne by Seller. Unless otherwise stated on the face hereof, Buyer reserves the right to refuse delivery in installments, and, if accepted, to defer payment without interest or penalty until shipment is completed.

5. **INSPECTION.** Products are subject to Buyer's inspection, testing and acceptance at destination. Payment therefore by Buyer shall not constitute acceptance. Unless otherwise stated herein, title to the Products shall remain with Seller until acceptance by Buyer hereunder.
 - a. Buyer shall have a commercially reasonable time after delivery of the Products to inspect and conduct commercially reasonable acceptance tests with respect to the Products. Acceptance of any installment shall not be deemed acceptance of Buyer's entire order or of any subsequent installment.
 - b. If any Products fail to conform to the terms hereof, Buyers may reject such Products without affecting Seller's obligations under this Purchase Order. FAILURE OF BUYER TO REJECT ANY PRODUCTS SHALL NOT CONSTITUTE A WAIVER OF ITS LEGAL RIGHTS (INCLUDING RIGHT TO REVOKE ACCEPTANCE) IF BUYER SUBSEQUENTLY DISCOVERS SUCH PRODUCTS ARE NONCONFORMING. ANY PREVIOUS ACCEPTANCE BY BUYER OF SIMILAR PRODUCTS SHALL NOT CONSTITUTE A WAIVER OR DEFENSE HEREUNDER.
 - c. Upon rejection of any Products hereunder, Buyer may return such Products to Seller, at Seller's risk and expense, and require Seller to promptly replace the nonconforming Products. Seller may not charge any restocking, handling, or other fees and charges in connection with rejected Products.

6. **WARRANTIES.** Seller warrants all Products delivered: (a) to be free from defects in design, materials and workmanship; (b) to be of merchantable quality; (c) to conform to the Specifications included or referenced herein; and (d) to be fit for their intended purposes. Seller further warrants that (i) it has and is conveying to Buyer, clear and marketable title to all Products provided hereunder, free from all liens and encumbrances; and (ii) all Products provided hereunder comply with all applicable laws, rules and regulations and do not violate or infringe upon any third party intellectual property or other rights or interest of any nature whatsoever. Such warranties shall survive Buyer's acceptance of and payment for the Products, and any termination of this Purchase Order. Nothing herein shall limit any other warranties, express or implied, available to Buyer under applicable law. For purposes hereof, "specifications" means any and all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets or other materials relating to the Products provided by Seller to Buyer.

7. **LIMITATION ON BUYER'S LIABILITY.** IN NO EVENT WHATSOEVER SHALL BUYER HAVE ANY LIABILITY TO SELLER ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS PURCHASED HEREUNDER, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER, IN AN AMOUNT IN EXCESS OF, AND BUYER'S LIABILITY SHALL BE STRICTLY LIMITED TO, THE PURCHASE PRICE FOR THE PRODUCTS WHICH GIVE RISE TO BUYER'S LIABILITY.

8. **INDEMNIFICATION.** Seller agrees to indemnify, hold harmless and defend Buyer (and its employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) which relate to or arise out of (a) Seller's design, manufacture, assembly, use, handling, sale or distribution of the Products sold hereunder; (b) the performance of this Purchase Order by Seller, its employees or agents, whether on or off the Seller's premises; (c) Seller's breach of any representation, warranty or obligation hereunder; (d) Seller's actual or threatened violation of any law, rule or regulation of any governmental authority or agency (including, but not limited to, any law relating to contamination by, or the actual or threatened release of, any hazardous or toxic substance, waste or pollutant into any environmental medium); (e) any act, omission or negligence of Seller with respect to the performance of its obligations to any third party. This indemnity will survive Buyer's acceptance of and payment for the Products hereunder and any termination of this Purchase Order. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by Seller.
9. **WAIVER.** Buyer shall not be deemed to have waived any provision hereof, or any breach by Seller of any provision hereof, unless such waiver is specifically set forth in writing and executed by an authorized officer of Buyer. No waiver by Buyer of any provision hereof or any breach by Seller hereunder shall constitute a waiver of such provision on any other occasion or a waiver of any other breach by the Seller.
10. **GOVERNING LAW.** These Standard Terms and Conditions of Purchase and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement or any purchase or sale made hereunder.
11. **SEPARABILITY.** The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term or condition, and, to the extent possible, such invalid or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.
12. **AMENDMENTS.** These Terms and Conditions of Purchase may be amended except by written agreement of Seller and Buyer expressly referring hereto.
13. **ASSIGNMENT.** Seller's rights and obligations hereunder may not be assigned or otherwise transferred without Buyer's express prior written permission.

14. **PROPRIETARY INFORMATION.** Seller agrees for itself, its agents and employees, not to use (except to perform hereunder) or divulge to others any information designated by Buyer as proprietary or confidential. All Specifications, as well as this Purchase Order, are to be deemed proprietary and confidential information of Buyer.
15. **CANCELLATION.** In the event of Seller's breach of any provision hereof, Buyer shall have the right to cancel this Purchase Order at any time upon written notice to Seller, without liability. Buyer shall also have the right to cancel all or part of this Purchase Order, without cause, at any time by written notice, and Buyer shall pay reasonable cancellation costs in accordance with industry practice, provided that in no event shall the total amount payable by Buyer, exceed the affected Products, purchase price specified herein.
16. **SECURITY INTEREST OF BUYER.** Seller grants to buyer a security interest, to the extent any advance payment is made by Buyer, in any goods made or purchased for this Purchase Order and agrees, promptly upon request of Buyer, to sign and deliver to Buyer appropriate UCC forms evidencing such security interest.
17. **REMEDIES.** All remedies available to either party are cumulative; the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.