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General Terms and Conditions for Sale of Products

APPLICABILITY

Unless a written contract executed between the procuring party (“Buyer”) and Diamond Technologies (“Diamond”) Inc exists, any purchase order covering the sale of any product (“Product”) contained in any Diamond quotation or offer for sale will be governed solely by these terms and conditions (“Conditions of Sale”), whether or not the offer or these Conditions of Sale are referenced in the Buyer’s purchase order (“Order”). Buyers’ silence or acceptance or use of the Products is acceptance of these Conditions of Sale, Any Order placed by the Buyer for Products if and when accepted by Diamond shall constitute a separate and binding contract entered into by Diamond and Buyer in accordance with and incorporating the Conditions of Sale and any relevant Diamond quotation or other document (“Agreement”).

ORDER ACCEPTANCE AND ORDER SPECIFICATIONS

No Order placed by a Buyer shall be deemed to be accepted by Diamond unless confirmed in writing by Diamond within thirty (30) days from the receipt of the Order. Orders may be subject to Diamond minimum order requirements, if any, and Diamonds’ acceptance. Diamond reserves the right to limit Order quantities for certain Products. Diamonds’ Order acknowledgment and receipt will not constitute acceptance. Any additional or conflicting terms on an Order will not apply unless specifically agreed to in writing by Diamond. Any request from Buyer to Diamond for additional Products shall be deemed to constitute a new and independent Order. The quantity, quality, specifications, and description of the Products shall be those set forth in Diamonds’ quotation, if applicable, or in the Order (if accepted by Diamond). The products specifications, sales literature, quotations, etc. shall be strictly confidential and must not be disclosed to third parties. The Buyer is responsible to Diamond for ensuring the accuracy of all data reported in the Order. The Buyer shall promptly give Diamond any necessary information to enable Diamond to fulfill the Order in accordance with the terms provided for therein.

PAYMENT TERMS AND PRICING

The Products and other items or services covered by this Agreement shall be sold and invoiced at Diamonds’ prices and charges in effect at the time of each shipment of Products or otherwise as notified by Diamond to Buyer in writing. Diamond reserves the right to change, without notice, the published list prices referenced on any purchase Order. Prices do not include sales, excise, use, or other taxes not in effect or hereafter levied by reason of this transaction. The buyer shall pay all such taxes. If Diamond is required to pay any such tax, fee or charge at the time of the sale there after, Buyer shall reimburse Diamond therefore upon demand.

Payment terms are net thirty (30) days from the date of invoice. All payments must be made without set-off, counterclaim, withholding or other deduction. Diamond reserves the right to require alternative payment terms, including, without limitation letter of credit or payment in advance. If shipments are delayed by the Buyer payment shall be made based on the contract price and percentage of completion. If Buyer is delinquent in its payment to Diamond, then until all delinquent amounts are paid Diamond may, in its sole discretion: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, support, and delivery lead times; (2) refuse to process any credit to which Buyer may be entitled; (3) set off any credit or

sum owed by Diamond to Buyer against any undisputed amount owed by Buyer to Diamond; (4) withhold future shipments to Buyer; (5) declare Buyers' performance in breach and terminate any Order; (6) repossess Products for which payment has not been made; (7) deliver future shipments on a cash on delivery or cash in advance basis; (8) charge interest on delinquent amounts at a rate of 1.5% per month until full payment is made, or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on those custom products; (10) recover all costs of collection including, without limitation, reasonable attorneys' fees; (11) accelerate all remaining payments schedule and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

DELIVERY

Unless otherwise agreed in writing by Diamond and Buyer, delivery terms are FOB Diamonds' warehouse. Diamond will schedule delivery in accordance with its standard lead-time unless Order requests a later delivery date or Diamond agrees in writing to an earlier delivery date. Buyer will pay all transportation costs (including insurance and custom duties) and for any claims to be filed with the carrier. If Diamond prepays transportation charges, Buyer will reimburse Diamond upon receipt of an invoice for those charges. Risk of loss or damage will pass to Buyer when products are picked up by Carrier at Diamonds' facility. Diamond reserves the right to impose additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer. If a strike, embargo, or any event beyond Diamonds' control prevents shipment or delivery to Buyer or its agent, or if shipping instructions for any shipment are not received before shipment date or if payment is to be made on or before delivery, title and risk of loss shall pass to Buyer as soon as the shipment has been set aside by Diamond and invoiced to Buyer and payment shall be made in accordance with invoice.

Diamond may make delivery installments and may render a separate invoice for each installment which shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve the Buyer of its obligation to accept delivery or remaining installments. Any delivery not in dispute shall be paid for on its due date, without offset defense or counterclaim and regardless of controversies relating to other deliveries or undelivered products.

ORDERS FOR DEMO AND CONSIGNMENT PRODUCTS

Buyer acknowledges that certain Products provided by Diamond may be supplied on a consignment or demo basis. In the event any Product is designated as consigned or demo Products, Diamond shall retain title to all consigned or demo Products until such time as Buyer makes payment for Products. Buyer also agrees to return all consigned or demoed products when requested by Diamond or at the end of the agreed-on consignment or demo period which shall be (30) days unless a different term is agreed to in writing.

PRODUCT ACCEPTANCE

Buyer shall be deemed to have accepted any Product unless it notifies Diamond in writing of any Nonconforming Products (as defined herein): (a) in the case of defects discoverable through inspection, 14 days after arrival of the shipment or (b) in the case of defects not discoverable through inspection, 30 days after invoice date. "Nonconforming Products" means when and if the Product shipped is different per quantity and type than identified in Diamond acceptance of the Buyer's Order.

In the case of Nonconforming Products, Buyer shall immediately notify Diamond whether Buyer will continue to accept similarly Nonconforming Products. Acceptance of any Nonconforming Products shall constitute a waiver by Buyer of specification requirements for said Products. In any event, when the Product shall have been altered from its original state, Buyer shall be deemed to have accepted the product. Buyer's acceptance of Products tendered under this contract shall be final and irrevocable.

WARRANTY

Diamond warrants that the Products delivered under these terms and conditions shall be free from defects in materials and workmanship under normal and proper use during the Warranty Period (as defined below). Diamonds' liability under this warranty is limited to furnishing the labor and parts necessary to remedy any Defect, as defined below, covered by this warranty and restore the product to its' normal operating condition. Repair or replacement of Product during the warranty does not extend the original warranty term. Products are sold on the basis of specifications applicable at the time of manufacture and Diamond has no obligation to modify or update Products once sold. The warranty period starts from the date of shipment from Diamond for the subsequent 12 (twelve) months unless otherwise stated by Diamond for the specific Product at the time of purchase ("Warranty Period").

If, during the Warranty Period, Diamond determines that a Product has a Defect, Diamond shall, at its sole option repair or replace the product without additional charge for parts and labor, or whenever repair or replacement is not possible give a credit for the defective Products duly returned to Diamond. "Defect" means failure to comply with, or failure to operate due to noncompliance with, applicable Diamond drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Defect.

Buyer must notify Diamond in writing of the claimed Defect before the expiration of the Warranty period and obtain from Diamond a return merchandise authorization number (RMA) for return of the Product to designated Diamond service center. Buyer shall offer Diamond the opportunity to investigate the claim and to inspect the allegedly defective Products. Failure to offer Diamond such opportunity shall constitute acceptance by Buyer and waiver of all claims for Defects. The Products must always be returned within ten (10) days from the date the RMA is issued by Diamond. If Diamond determines Buyers' claim is valid, Diamond will repair or replace product without additional charge for parts and labor. To perform repairs, Diamond may use new or reconditioned parts, components, subassemblies or products that have been tested as meeting applicable specifications for equivalent new material and products. Buyer will allow Diamond to scrap all parts removed from the repaired product. Buyer shall be responsible for packaging and shipping the Product to the designated Diamond service center, with shipping charges prepaid. Diamond shall pay for the return of the product to Buyer if the shipment is to a location within the country in which the Diamond service center is located. Buyer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

If Diamond reasonably determines that a Defect does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, diagnostic and shipping charges.

Diamond will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Diamonds' instruction; (2) Product alteration, modification or repair by anyone other than Diamond or those specifically authorized by Diamond ; (3) accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Buyer; (4) damage caused by failure of a Diamond supplied product not under warranty or by any hardware or software not supplied by Diamond; (5) any claimed defect or damage caused by the failure to provide proper maintenance; (6) any defect or damage caused by natural or man-made disaster such as but not limited to fire, water damage, floods, other natural disasters, vandalism or abusive events that would cause internal and external component damage or destruction of the whole unit, consumable items; (7) use of counterfeit or replacement parts that are neither manufactured nor approved by Diamond for use in Diamond manufactured Products; (8) any damage or

malfunctioning caused by non-restoring action as for example firmware or software upgrades, software or hardware reconfigurations etc. (9) any consumable or equivalent (e.g. cables, power supply, batteries, etc.). Diamond has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Product. Upon Diamonds' request, Buyer will give Diamond access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE. DIAMOND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY BUYER ARISING FROM DELAYS IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE ABOVE. THE REMEDY SET FORTH IN THE " WARRANTY " STATEMENT IS " THE BUYER" SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON DIAMOND UNLESS SET FORTH IN WRITING AND SIGNED BY DIAMONDS' AUTHORIZED REPRESENTATIVE. DIAMONDS' LIABILITY FOR DAMAGES ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT DELIVERED BY DIAMOND SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT ON WHICH THE CLAIM IS BASED. DIAMOND SHALL NOT BE LIABLE FOR DAMAGES RELATING TO ANY INSTRUMENT, EQUIPMENT, OR APPARATUS WITH WHICH THE PRODUCT SOLD UNDER THIS AGREEMENT IS USED.

EXCUSABLE DELAY OR NON- PERFORMANCE

Diamond will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict , terrorism or war, declared or not or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Diamond is actually delayed. If the inability to perform continues for more than sixty (60) days, either party may terminate the affected Order by providing written notice to the other party.

PRODUCT CHANGES

Diamond may, without notice to Buyer, incorporate changes to Products provided that such changes do not materially affect overall product performance or product "form, fit, and function". Any changes to the specifications requested by the Buyer shall be subject to agreement by the Buyer and Diamond.

OUT OF WARRANTY PRODUCTS

For Products no longer covered by warranty services, Diamond may offer billable repair services on products, provided such products are serviceable. Buyer acknowledges and accepts that for some older Products the repair may exceed the costs of manufacturing a new Product and Diamond may decline to perform repair services. Upon Buyer's request for out of warranty services, Diamond will evaluate the request of repair and shall provide, to the extent applicable and feasible according to the above, a cost-estimate for repairs, which will be on a time and materials basis.

CANCELLATION

Unless otherwise stated in these Conditions of Sale, either Party may cancel any Order or portion of an Order by giving other Party ' s written notice if the other party becomes insolvent, files a petition for bankruptcy, or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Furthermore, Diamond, in addition to any remedies that may be provided under these terms, may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) calendar days after Buyers' receipt of written notice of nonpayment; or (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part.

PROPRIETARY RIGHTS

All Proprietary Rights in the Products and all future modifications and variations made to the Products are and shall vest in Diamond or its licensors including techniques and components of the development of software incorporated in the Product, unless otherwise agreed in writing and signed by Diamond. For purpose hereof Proprietary Rights shall mean any intellectual property rights including without limitation: (a) patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know -how, ideas and concepts, processes, methodologies, tools, techniques, utility models, moral rights, data base rights and rights of confidence and all embodiments thereof, whether tangible or intangible in all cases whether or not registered or registrable in any country, for the full terms (including any extension to or renewal of the terms) of those rights and including registrations and applications for registration of any of these and rights to apply for the same; and (b) all rights and forms of protection of a similar nature or having equivalent or similar effect to any of those set out in (a) anywhere in the world.

CONFIDENTIALITY

All non-public, confidential or proprietary information of Diamond, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Diamond to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential " in connection with the Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Diamond in writing. Upon Diamonds' request, Buyer shall promptly return all confidential documents and other materials received from Diamond. Diamond shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

If an infringement claim is made against the Buyer alleging that a Product furnished under these Conditions of Sale infringes a patent or copyright, Diamond may, at its option and expense, (1) replace or modify the Product so that it becomes non-infringing; or (2) procure for Buyer the right to continue using the Product ; or (3) require the return of the Product and refund to Buyer the price paid less a reasonable allowance for use.

Diamond will defend or settle, at its sole option and expense, any action brought against Buyer alleging that a Product furnished under this Agreement infringes an issued patent, registered trademark, or registered copyright of a third-party. Diamond will pay damages that are attributable to the infringement action and finally awarded by a court of competent jurisdiction against Buyer or agreed upon in settlement, provided that Buyer must: (1)

notify Diamond promptly in writing of the action and (2) provide Diamond all reasonable information and assistance to settle or defend the action.

Diamond will not be responsible for any compromise or settlement made without Diamonds' prior written consent. Diamond will have no obligation or liability with respect to: (1) Products provided pursuant to Buyer's designs, drawings or manufacturing specifications; (2) Products used other than for their ordinary purpose; (3) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by Diamond; or (4) any modification of the Product other than a modification by Diamond. Because Diamond has exclusive control of resolving infringement claims hereunder, in no event will Diamond be liable for Buyer's attorney fees or costs. Notwithstanding the foregoing, Buyer shall indemnify and hold Diamond harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney's fees) which may be suffered by Diamond on account of: (1) the use of components or goods not supplied by Diamond; (2) the modified Products which become infringing as a consequence of the modification; (3) the use of the Products in infringing combinations or systems or apparatuses; (4) the use of the goods in infringing processes; (5) Diamonds' compliance with specifications furnished by Buyer and (6) the use of the Products in association with third parties trademarks or distinctive signs.

EXPORT CONTROL

The Products and all related technical information that Diamond may deliver or disclose to the Buyer are subject to United States export control laws and may be subject to export or import restriction in other countries. The Buyer shall at all times comply with the United States Export Administration Act of 1979, as may be amended from time to time (the "Export Act"), and the rules and regulations of such act. The Buyer shall obtain all required licenses and approvals necessary to comply with the Export Act and any other applicable law, including any applicable laws pertaining to the export of the Products from the Buyer's country. Diamond may refuse to deliver Products to the Buyer where the Buyer is located or the Products have to ship in a country which the US Department of Commerce and/or the US Department of Treasury has placed an embargo ("Embargoed Countries").

COMPLIANCE WITH LAWS

Both Parties shall comply with all applicable laws and regulations directly relating to the Products. Diamond shall not be liable for any breach of the Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action or decision taken by any competent authority in respect of the Agreement or any provision of the Agreement or if any provision of the Agreement is held to be void or unenforceable by such authority. Additionally, where necessary to comply with any relevant applicable law including any act or requirement of a competent authority or where Diamond for whatever reason has a regulatory requirement to make an amendment to this Agreement, Diamond may modify this Agreement. The Buyer shall affect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of the Agreement and the importation and resale of the Products.

LIMITATION OF LIABILITY

IN NO EVENT SHALL DIAMOND BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIAMOND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL DIAMONDS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO DIAMOND FOR THE PRODUCTS SOLD HEREUNDER WHICH ORIGINATED THE CLAIM OR DAMAGE.

The limitation of liability set forth in this section above shall not apply to (i) liability resulting from Diamonds' gross negligence or willful misconduct and (ii) death or bodily injury resulting from Diamonds' acts or omissions.

APPLICABLE LAW AND JURISDICTION

The validity, interpretation and construction of the Agreement shall be governed by and construed in accordance with Laws of the State of Massachusetts, USA. Parties expressly disclaim the application of the United Nations Convention for International Sale of Goods. Diamond and Buyer hereby agree to submit to the exclusive jurisdiction of the courts of the State of Massachusetts, USA.

NOTICES

All notices required to be given under the Agreement shall be in writing and delivered by hand, email, facsimile or by international overnight courier to the appropriate Party as follows:

- (a) Notices to the Buyer shall be sent to the billing address as stated on front of the submitted Order or at such address as may be notified by the Buyer from time to time in writing.
- (b) Notices to Diamond shall be sent to the address identified in each respective Order acknowledgment or at such address as may be notified by Diamond from time to time in writing.

The Buyer shall notify Diamond of any changes to the Buyer's contact information in writing. Diamond is not responsible, nor to be held liable, for undelivered notices due to changes to the Buyer's contact information that the Diamond was not notified of in writing.

GENERAL DISPOSITIONS

Assignment. Buyer will not assign any rights nor delegate any obligations under an Order or any portion thereof without Diamonds' advance, written consent which will not be unreasonably withheld.

Diamond may assign an Order in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this section will be void. **Waiver.** Failure of either party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of any provisions hereunder. **Severability.** If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable by court of competent jurisdiction, the remaining provisions will remain valid and enforceable and, in lieu of the illegal, invalid, or unenforceable provision, there will be added as part of these Conditions of Sale one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Third Party Beneficiaries. Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the parties to these Conditions of Sale only and not for the benefit of any third party.

Independent Contractor. The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Conditions of Sale. Neither party has the right to bind or obligate the other.