

Zeus Standard Terms and Conditions ("Agreement")

This Agreement is effective as of the date on which Zeus expressly accepts, in accordance with the terms and conditions herein, a corresponding purchase order and/or applicable quotation ("Purchase Order") and is by and between **ZEUS INDUSTRIAL PRODUCTS, INC.** ("Zeus") and the other party corresponding to the Purchaser Order ("Customer").

WHEREAS, Customer is desirous of purchasing products from Zeus identified in the Purchase Order ("Products") under Customer's standard terms and conditions provided in the applicable purchase order and/or other terms and conditions (e.g., including any click-through agreements or terms and conditions for any web portal provided by Customer) (collectively, "Customer Terms and Conditions"); and

WHEREAS, Zeus is desirous of supplying Products to Customer under certain terms and conditions that reflect the economics of price for such Products and corresponding risks allocated to each party in connection with such Products, and Zeus thus conditions its acceptance to supply Products to Customer on such supply of Products being under the terms and conditions of this Agreement rather than the Customer Terms and Conditions; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Acceptance. The order corresponding to the Purchase Order is accepted by Zeus conditioned on Customer's full acceptance of this Agreement and on Customer's maintenance of a current standing within Zeus' terms of payment incurred by this any all other past and present contracts.
2. Price. The price for Products shall be the amount provided on the face of the Purchase Order ("Price"). If a purchase order has not been issued by the Customer, then the Price shall be the price provided on the applicable quotation issued by Zeus, which is subject to change. The Price for Products is exclusive of any and all taxes or duties of any government or political subdivision, including a value added tax (VAT), state and local sales, use, and excise taxes, and duties, and costs and fees required to comply with this Agreement. Customer shall be responsible for the payment of all such taxes, duties, and other fees or charges that may be imposed with respect to the purchase and sale and delivery of the products or shall provide Zeus with appropriate certification of exemption. In the event that Customer fails to provide appropriate certification of exemption, Customer shall promptly pay or reimburse, as applicable, any such taxes, fees, or charges upon notice from Zeus. The Price may be adjusted if Zeus' applicable raw material costs vary by +/- five percent (5%) from the later of the date of the quotation or the date upon which Zeus provides express written acceptance of the Purchase Order. Any terms in the Customer Terms and Conditions or purchase order issued by Customer that would otherwise require a modification or discount of the Price shall be null and void.
3. Payment. Zeus shall issue an invoice to Customer at the time of or following each shipment of Products. The payment terms for such Purchase Order shall be net thirty (30) days, unless Zeus expressly agrees in writing to other payment terms. Customer shall remit payment to Zeus in accordance with the applicable payment terms. Customer's obligation to pay for Products shall survive any termination or expiration of this Agreement.
4. Delivery. Products will be provided to Customer Ex Works (as defined in Incoterms 2010) at the applicable Zeus facilities. Risk of loss shall for the Products shall pass to Customer upon loading of the corresponding Products at

the applicable Zeus' facility for surface transport onto or into vehicles for shipment to Customer and acceptance of such shipments by the carrier. Customer shall be responsible for shipping costs, and any and all shipping costs paid by Zeus shall be invoiced to Customer and paid in accordance with the payment terms set forth herein. Dates for shipment as acknowledged are to be considered as given in good faith within the bounds of business like considerations and are subject to change without notice upon any contingency beyond the control of the Zeus. Zeus may elect to ship within +/- ten percent (10%) of the order quantity specified on the Purchase Order.

5. Packaging. Zeus shall package the Products in accordance with accepted good practice and at the discretion of the Zeus except as acknowledged in writing to be in accordance with mutually agreed upon specifications for the Products ("Specifications"). Zeus will provide special packaging at the written reasonable request of, and full cost to, Customer.
6. Modification/Cancellation. Customer may cancel or modify any Purchase Order, in whole or in part, at any time prior to Zeus' providing to Customer the corresponding Products by providing Zeus with written notice of such cancellation; provided that Customer shall be liable to Zeus for any work-in-progress, completed but not yet delivered Products, or other costs incurred by Zeus in connection with the applicable Purchase Order (including any and all non-cancellable costs incurred by Zeus in connection with the Purchase Order).
7. Inspection and/or Audit. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, the Purchase Order, or any supply agreement or quality agreement between the parties, Zeus shall not be obligated to provide Customer, or any third party, with access to proprietary areas of Zeus' facilities or to proprietary portions of Zeus' records or information. Without limiting the foregoing, before any audit or inspection of Zeus' facilities and/or records or information hereunder, the Customer and any such applicable third party shall execute a confidentiality agreement that is acceptable to Zeus.
8. Warranty. Zeus warrants that Products shall conform to the applicable mutually agreed upon Specifications. Customer and Zeus each warrant that it and its employees will comply with the terms of this Agreement and any current applicable international, federal, state and local laws, rules, and regulations, as appropriate. Notwithstanding any warranties specified in the Customer Terms and Conditions, EXCEPT AS SPECIFICALLY REQUIRED BY LAW, ALL OTHER WARRANTIES (INCLUDING ANY WARRANTIES SPECIFIED IN THE CUSTOMER TERMS AND CONDITIONS), WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY PRODUCTS, ARE SPECIFICALLY DISCLAIMED.
9. Liability. Except as otherwise expressly required by law or agreed in writing by the parties, neither party shall be liable to the other for any incidental, indirect, consequential, special, exemplary or punitive damages incurred by the other in connection with the contemplated transaction, including, but not limited to, a loss of sales, profits or goodwill, whether as a result of a breach of contract, breach of warranty or tort (including negligence or strict liability), indemnification, or otherwise. Notwithstanding anything to the contrary in the Customer Terms and Conditions, the Purchase Order, or any supply agreement or quality agreement between the parties, to the maximum extent permitted by law, Zeus' liability for any and all liabilities, claims, causes of action, suits, losses, expenses, damages, settlement costs and reasonable attorneys' fees ("Causes of Action") shall be limited in aggregate to the greater of

(i) twenty-five thousand dollars (\$25,000 USD), or (ii) five (5) times the total amount of money paid to Zeus by Customer for Products provided to Customer under this Agreement during the twelve (12) months preceding the date on which the first Cause of Action arises.

10. Non Conformances. Customer shall inspect Products received from Zeus within fifteen (15) business days of receiving such Products. In the event that Customer determines that certain Products do not conform to the applicable Specifications ("Non-Conforming Product"), Customer shall provide prompt written notice to Zeus of such non-conformance. Such notice of non-conformance shall at least identify the Non-Conforming Product and sufficiently describe such non-conformance, including representative samples to enable Zeus to understand the alleged non-conformance. Zeus shall have a reasonable opportunity, not to exceed twenty (20) business days from receipt of notification from Customer of the non-conformance, to inspect any alleged Non-Conforming Product. In the event that Zeus agrees with Customer's determination that a Product is Non-Conforming Product, Zeus shall replace or repair such Non-Conforming Product. If replacement or repair of such Non-Conforming Product is not feasible, Zeus shall refund such amounts for the Non-Conforming Product that Customer actually paid to Zeus. Notwithstanding anything to the contrary herein, the Customer Terms and Conditions, the Purchase Order, or any supply agreement or quality agreement between the parties, Zeus' entire liability with respect to Non-Conforming Product (e.g., that is rejected by Customer upon inspection) shall not exceed the sales price for the Non-Conforming Product that Customer actually paid to Zeus.
11. Intellectual Property. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to one party any rights by license or otherwise in the confidential information it receives hereunder, or to any patent, copyright, trademark or other intellectual property right.
12. Indemnification of Customer. Subject to Section 7 hereof, Zeus will defend, indemnify and hold harmless Customer and its affiliates, and officers, directors, employees, and agents thereof, from and against any and all Causes of Action incurred by Customer in connection with any third-party claim for (a) any breach of this Agreement by Zeus, and (b) infringement of a third-party intellectual property right by the Product or the manufacturing of the Product; provided, however, that such Causes of Action are in no way attributable to the negligence or willful misconduct of Customer. The afore-stated provision shall not apply if and to the extent such infringement of a third party intellectual property right is caused (i) by the sale, importation, or use of delivered Products being manufactured by Zeus according to Specifications, or drawings, models or similar descriptions provided by Customer, (ii) by alterations or variations of the Products by Customer after delivery by Zeus, (iii) by the combination of Products with other components to derive the devices or products of Customer, or (iv) the use or mis-use of the Products provided to Customer by Zeus, or any devices or products of Customer in a manner that is different from the manner expressly disclosed to Zeus in connection with the purchase of such Products hereunder.
13. Indemnification of Zeus. Customer will defend, indemnify and hold harmless Zeus and its affiliates, and officers, directors, employees, and agents thereof, from and against any and all Causes of Action incurred by Zeus in connection with any third-party claim for (a) any breach of this Agreement by Customer which relates to Customer's actions or omissions, (b) infringement of a third-party intellectual property right by the Customer's sale, importation, or use of Products, including any infringement by the Customer's devices or products (including medical devices)

that use or are manufactured with Products provided hereunder (hereinafter "Devices"), provided that in no event shall Customer be deemed to have caused or induced any such infringement if infringement arose or resulted directly from manufacturing of such Products by or on behalf of Zeus, (c) product liability relating to the Devices; to the extent that such product liability is not attributable to the negligence or willful misconduct of Zeus, (d) the use, applicable, or mis-use of Products or Customer's Devices, (e) the manufacture or testing of Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (f) the engineering, specifications, or failure to provide accurate information to Zeus regarding Customer's Devices, to the extent that such causes of action are not attributable to the negligence or willful misconduct of Zeus, (g) the length of time Products provided hereunder will last in the use to which Customer or its Devices puts them, (h) non-compliance with any laws, regulations, or other governmental requirements applicable to the use or applications of the Products or medical devices, (i) the acts or omissions of any of Customer's contractors or component suppliers that Customer engages directly or indirectly in the manufacture or assembly of its Devices other than Zeus.

14. Confidentiality. Each party agrees that it shall not directly or indirectly disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information (as defined below) it receives hereunder, and/or to use such Confidential Information it receives hereunder for any purpose other than in furtherance of its obligations hereunder. The receiving party may disclose the Confidential Information it receives hereunder only to persons within its organization and its attorneys who have a need to receive such Confidential Information in order to perform its obligations hereunder and who agree to confidentiality and non-use obligations with respect to the Confidential Information comparable to those set forth in this Agreement. Confidential Information shall mean means any non-public scientific, technical, trade or business information disclosed by or on behalf of the disclosing party to the receiving party hereunder. Confidential Information may include, without limitation, matters of a technical nature, such as scientific, trade and engineering secrets, "know how", formulas, designs, secret processes, machines, inventions, computer programs and documentation of such programs, samples, prototypes, research projects, information obtained by examination of any product, sample, or prototype, design, production equipment or drawings thereof, information about costs, profits, markets, sales, lists of customers, plans for future developments, and other information of a similar nature to the extent not available to the public. Confidential Information may be written, documentary, recorded, or otherwise fixed in a tangible medium, electronically, orally or visually, disclosed by the disclosing party, or acquired by the receiving party directly or indirectly from the other party; provided that in the case of any orally or visually disclosed information, for such information to be deemed Confidential Information for purposes of this Agreement, the disclosing party shall identify any such information as "Confidential" prior to disclosure and reduced to a written summary marked as confidential and delivered by the disclosing party to the receiving party within thirty (30) days after disclosure. Notwithstanding the foregoing, Confidential Information shall be deemed to include any non-public information obtained by a party in connection with an audit or inspection of the other party's facilities and/or records, such audit being performed with respect to the supply of products by such other party. Notwithstanding anything to the contrary herein, the receiving party's obligations with respect to "Confidential Information" it receives hereunder shall not apply to information to the extent such information: (i) was known to the receiving party at the time it was disclosed, other

than by previous disclosure by or on behalf of the disclosing party, as evidenced by the receiving party's written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement by the receiving party; (iii) is lawfully and in good faith made available to the receiving party's by a third party who is not subject to obligations of confidentiality to the disclosing party with respect to such information; or (iv) is independently developed by the receiving party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence. If required by law, the receiving party may disclose the Confidential Information it receives hereunder to a governmental authority or by order of a court of competent jurisdiction, provided that (a) the receiving party shall promptly notify the disclosing party and take reasonable steps to assist the disclosing party in contesting such request, requirement or order or otherwise protecting the disclosing party's rights and (b) the receiving party shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose. Notwithstanding anything to the contrary herein, the receiving party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the corresponding Product was first shipped to Customer (and, with respect to any Confidential Information that constitutes trade secrets, for such longer period to the extent permitted by applicable law). Upon the disclosing party's written request, the receiving party shall promptly return to the disclosing party all of the Confidential Information the receiving party has received hereunder and return or destroy all copies, summaries, synopses and abstracts of such Confidential Information in the receiving party's possession (whether in written, graphic or machine-readable form), except that the receiving party may keep one copy of the Confidential Information it has received hereunder in its confidential files solely for the purpose of monitoring its rights and obligations under this Agreement.

15. Quality. Unless Zeus and Customer have otherwise agreed to a quality agreement pertaining to quality obligations with respect to Product, the terms of Zeus' Standard Quality Terms shall control and govern the quality obligations of the parties with respect to Products to the extent that such Standard Quality Terms do not conflict with the terms of this Agreement. Zeus' Standard Quality Terms can be obtained at www.zeusinc.com/standard-terms.
16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement resulting from any Act of God, fire, flood, explosion, war, strike, public health crisis (e.g., an endemic, pandemic, etc.), embargo, government requirement, civil or military authority, nature or the public enemy or any other causes not foreseeable or beyond the control of the party whose performance must be suspended or excused (such causes to include a lack of availability of raw material from Zeus' supplier) (collectively "Force Majeure"), provided that such non-performing or delayed party gives the other party prompt written notice of the Force Majeure.
17. Use of Name. Except as provided below, one party shall not, and shall ensure that its affiliates shall not, use or register the name of the other party (e.g., "Zeus" in the case of Zeus being such other party) (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify such other party or any unit, division or affiliate of such other party ("Other Party Names") for any purpose except with the prior written approval of, and in accordance with restrictions required by, such other party. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.

18. No Waiver. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.
19. Term. The term of this Agreement shall commence on the date on which Zeus provides written acceptance of the corresponding Purchase Order.
20. Survival. The agreements, representations, warranties, covenants, duties and obligations set forth in these terms that by their terms or to the extent necessary for consistency with the intent and purpose of these terms extend beyond the completion of the transactions contemplated hereunder shall survive thereafter.
21. Entire Agreement. This Agreement constitutes the entire and only understanding between the parties with respect to the subject matter of this Agreement, and supersedes any prior or collateral agreement or understanding between them. Customer and Zeus agree that the Customer Terms and Conditions are hereby null and void, and that this Agreement shall control the parties' respective rights and obligations with respect to the purchase and supply of Products under the Purchase Order. This Agreement may be amended or modified only by a written instrument that specifically references this Agreement, and that is signed by an authorized representative of each party. Without limiting the foregoing, no modification shall be affected by the acknowledgment or acceptance of purchase order forms stipulating different conditions.
22. Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
23. Miscellaneous. This Agreement may not be assigned or transferred by either party without the other party's prior express written consent. Without limiting the foregoing, Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in New York City, New York, without restricting any right of appeal.