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|  Standard Quotation Terms and Conditions | Form Number: CWI-F 2.40 | Origination Date: 11Dec01 |
| Owner: Purchasing Title: Technical Sales and Support / Quote Manager | Revision Date: Rev 1 / 10-28-20 | Page 1 of 4 |

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF:
Chainworks Inc.

Standard Quotation Terms and Conditions

**CHAINWORKS, INC.
("SELLER")
TERMS AND CONDITIONS OF SALE**

EXCLUSIVITY OF TERMS

Seller desires to provide its customers ("Buyers") with prompt and efficient service. However, to negotiate individually the terms and conditions of each sales contract would substantially impair Seller's ability to provide such service. Accordingly, Products furnished by Seller are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on Buyer's Request for Quotation or Purchase Order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions of Sale herein set forth unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, submission of price quotation by Seller, or commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any Product shall be deemed acceptance of the terms and conditions stated herein. All contracts, expressed or implied, entered into by the Seller, shall be construed under and governed by the laws of the location of the Seller's corporate headquarters.

ACCEPTANCE OF ORDER


All orders shall be subject to acceptance by the Seller only at the Seller's corporate headquarters.

SHIPMENT AND TRANSPORTATION

Absent an agreement in writing stating otherwise, all orders will be shipped FOB point of shipment with the freight paid by the Buyer. The Buyer may request a certain shipment manner; however, the Seller will have exclusive right to determine the final shipping manner if the Seller deems the Buyer's instructions unsuitable. Delivery shall occur at the time the product has been delivered at the FOB point.

ACCEPTANCE OF SHIPPED PRODUCT

The Products supplied by the Seller shall be fully accepted by the Buyer if the Buyer does not inform the Seller within 30 days of the shipment of defect or nonconformity. Notwithstanding the foregoing, any use of the Product by the Buyer, either within the Buyer's equipment or if the Product is resold

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by the Buyer and/or is used by any of the Customer's agents, employees, contractors or licensees shall constitute acceptance of the Product.

PERFORMANCE

The Seller shall not be liable for any damage or loss due to delay of shipment, including, without limitation, consequential damage or loss due to delay of shipment, including, without limitation, consequential and incidental damages and any incremental cost incurred by the Buyer in the obtaining of replacement goods. Time is of the essence and will not apply to any orders accepted by the Seller. Buyer's only right shall be to cancel any order, without charge, if the Seller is more than three month's overdue from the Seller's original delivery date; however, Seller is under no obligation to inform the Buyer of any delays in the Seller's agreed upon shipment dates. Any cancellation must be agreed to by the Seller in writing. The Buyer agrees to accept and pay for partial shipments should the Seller be unable to ship the order complete. Seller retains the exclusive right to allocate its inventories in any manner whatsoever to serve its customers.

QUOTATIONS


All quotations are made subject to the terms and conditions as listed herein unless otherwise agreed to in writing by the Seller. Quote prices are not deemed as an offer to sell, they are to be used for cost estimating purposes only and are intended to identify directional pricing only. Final pricing is subject to change after final joint technical review and end-use applications. Additionally, any change in quantity or dimensions may affect price and requires a new quotation.

OTHER

Prices are quoted exclusive of transportation, insurance, and taxes, including, without limitation, any tax whatsoever that might be levied after the Product is delivered due to the Seller's security interest in the Products. Prices do not include license fees, customs fees, duties or any other charges related thereto. Buyer will pay any and all shipping charges, premiums, taxes, fees, duties, documentation, handling other charges related thereto and shall hold the Seller harmless therefrom; provided that if Seller, in its sole discretion, chooses to make any such payment, Buyer shall reimburse Seller, in full, upon demand. Prices quoted and charged are for Products only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other tests, other than Seller's standard tests and include only Seller's standard packaging.

SECURITY AGREEMENT

It is agreed by Buyer and Seller that as to the Products, equipment and/or inventory, (referred to hereto as "Products"), which are the subject of this contract of sale and/or quotation and all accessions thereto and proceeds thereof, a purchase money security interest shall attach with the Seller as a secured party, and with respect to Products which are resold in any form by the Buyer,

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Seller shall be the assignee of any security interest which the Buyer retains or obtains in such Products until the Buyer has made payment therefor in accordance with the terms hereof. Buyer shall be in default if it fails to make any payment provided for herein or if bankruptcy, receivership or insolvency proceedings are instituted by or against Buyer or if the Buyer makes any assignment for the benefit of its creditors. Upon Buyer's default, Seller shall have all of the rights and remedies of a secured creditor, as well as those of a seller of goods under the Uniform Commercial Code, and other applicable law, including, but not limited to, the "right to take possession" of the Products herein furnished. Seller may remedy any default and may waive any default without waiving the default remedied or without waiving any prior or subsequent default. Customer agrees to cooperate fully and assist the Seller in perfecting and/or continuing the Seller's security interest and to execute such documents and accomplish such filings and/or recordings thereof as the Seller may deem necessary for the protection of the Seller's interest in the Products herein furnished. The making of this contract of sale by the Buyer and the Seller shall constitute their signing of this security agreement.

ASSIGNMENTS


Any assignment by the Buyer of any contract hereunder without the written consent of the Seller shall render the said contract void and shall relieve the Seller of any future performance responsibilities.

WARRANTY

The seller operates primarily as a distributor. As such, the Seller stocks and sells products offered by several manufacturers. The warranties offered on the Seller's "distributed" products are those offered by the Seller's suppliers. These warranties are available to the Seller's customers upon request. These are the only warranties available to the Buyer, and are EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS AND/OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND FOR ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE SELLER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY THE SELLER. THE SELLER ACCEPTS ABSOLUTELY NO RESPONSIBILITY FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES THAT MAY BE INCURRED BY ITS CUSTOMERS.

LIMITATION OF LIABILITY

Seller's aggregate liability, in Buyer claim, shall not, under any circumstances, exceed the payment, if any, received by the Seller for the product or services furnished or to be furnished, as the case may be, which is the subject of the claim or dispute. In no event shall the Seller be responsible for incidental or consequential damages, however caused.

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DISPUTES

All disputes, under any contract with the Seller, not otherwise resolved between the Seller and the Buyer shall be resolved in a court of competent jurisdiction for the location of the Seller's corporate headquarters and/or in a court specified by the Seller in order to secure jurisdiction over third parties. The Buyer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of or in any way connected with the Products or services furnished by the Seller may be brought by the Buyer more than one year after the cause of action has accrued. If any part, provision or clause of the terms and conditions of sale, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or application of the terms and conditions remaining, and to this end the terms and conditions shall be treated as severable.

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY CHAINWORKS, INC. AND ITS DIVISIONS AND SUBSIDIARIES ("SELLER") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM THE BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

| Revision History Table | | | | | |
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| REVISION # | Org | 1 | | | |
| WRITTEN/REVIS D BY | Steve Bauer | Teresa Grammer | | | |
| QS Administrator | Steve Bauer | Jacob DeKamp | | | |
| Purchasing Approval | Steve Bauer | Mike Scott | | | |
| Summary of Changes | Created | Updated name and number to reflect CWI's Processes | | | |
| ISSUE DATE | 12-11-01 | 10-28-20 | | | |