

**NYMAT MACHINE TOOL CORP.
SALE TERMS AND CONDITIONS AGREEMENT**

This **Sale Terms and Conditions Agreement** (this “Agreement”) governs and controls all sales made by **NYMAT Machine Tool Corp.**, or any of its divisions, subsidiaries, or affiliates (including, without limitation, Haas Factory Outlet) (collectively, “NYMAT”), to any purchaser (“Purchaser” or “you”) of goods (“Products”) and/or services (“Services”) sold by NYMAT. For purposes of this Agreement, NYMAT and Purchaser are each individually, a “Party” and collectively, the “Parties”. By purchasing Products from NYMAT, whether via accepting a Quotation (as defined below), placing a purchase order with NYMAT, using NYMAT’s website, or otherwise, Purchaser agrees to and accepts, without limitation or qualification, all of the following terms and conditions of this Agreement without modification:

1. No Other Terms and Conditions. All sales of Products and Services to Purchaser by NYMAT are subject to, and made solely upon, the terms and conditions set forth in this Agreement, which will govern and control all sales of any Products or Services to Purchaser by NYMAT, unless otherwise specifically agreed upon to the contrary in a separate written instrument executed by NYMAT. Without limiting the generality of the foregoing, (a) no representations or statements of any kind made by any representative of NYMAT that are not set forth in this Agreement will be binding on NYMAT; (b) no course of dealing or usage of trade or course of performance will be relevant to explain or supplement any of the terms and conditions set forth in this Agreement; and (c) NYMAT, and the sale of Products by NYMAT, will not be bound by or subject to any attempted exclusions or modifications to, or any additional or different terms and conditions other than, the terms and conditions set forth in this Agreement, whether by way of any Purchaser purchase order, request for proposal, acceptance, confirmation, communication, course of performance, preprinted or other terms and conditions, contractual document, or otherwise (collectively, “Purchaser Purchase Documents”). Furthermore, any attempt by Purchaser to add to, exclude, or modify the terms and conditions set forth in this Agreement are hereby deemed to be material alterations to this Agreement for which notice of objection and rejection is hereby given to Purchaser by NYMAT and they will be of no effect. Neither the submission of this Agreement nor anything contained in this Agreement will be construed to be an acceptance or confirmation of any prior or subsequent Purchaser Purchase Documents and this Agreement will be deemed a rejection and counter-offer with respect to any such Purchaser Purchase Documents.

2. Quotations. The parties acknowledge that NYMAT is not the manufacturer of any of the Products and all Products are custom made goods as such term is defined in the Uniform Commercial Code. All weights, measurements and other specifications of Products set forth in Quotations, Orders and Acceptances are estimates based on information provided by the manufacturer, and NYMAT shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Products are non-binding in detail, and Purchaser acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. Purchaser acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that the Products are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Products set forth in any Quotation, Proposal, Order,

Acceptance or Other Documents shall expand or otherwise affect NYMAT's warranty obligations as set forth in Section 12. All quotations or quotes issued to Purchaser by NYMAT for the sale of Products ("Quotations") will be considered offers to sell such Products to the proposed Purchaser identified therein. All Quotations are subject to this Agreement and to the extent that the provisions of any Quotation and those of this Agreement are in conflict, the provisions of this Agreement will supersede the provisions of the Quotation. All Quotations are subject to revision in case of clerical error, whether in favor of Purchaser or NYMAT, upon notice by either Party. The Manufacturer's current price lists and specifications will control. Any production estimates provided by NYMAT are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of NYMAT.

3. Price. Prices are subject to change without notice at any time prior to NYMAT's acceptance of your order and are F.O.B. point of origin with transportation charges collect. Prices quoted in a Quotation do not include sales, use, excise, property or similar taxes arising out of relating to the sale, purchase, ownership or use of Products or Services, and all sales are made subject to applicable taxes, the entire amount of which Purchaser agrees to pay. Purchaser shall indemnify and hold NYMAT harmless from and against the imposition and payment of such taxes. If a Quotation covers items of equipment or accessories additional to the basic Products, which may be back ordered and subject to separate delivery dates, we may elect to treat the contract as a divisible contract and in the event of such an election a separate invoice shall be sent covering each delivery of equipment or accessories, and payment shall be due as quoted.

4. Payment. Payment is due as quoted, subject to credit approval at time of acceptance of order. If payment is not made as quoted, NYMAT may, at its option, charge you interest on the unpaid balance at the rate of 2% per month until payment in full is received. In the event this account is not paid within the terms of the purchase agreement covering the above merchandise, NYMAT may place this account for collection and in such event, you agree to pay all collection costs and reasonable legal fees incurred in connection therewith. By your execution of a purchase order relating to the Products covered by any proposal, you hereby grant to NYMAT a first priority security interest in such Products to secure the purchase price thereof and you authorize NYMAT to file financing statements reflecting this security interest without your signature thereon. In the case of leased or financed orders, the final payment is due upon the sooner of Purchaser's signing the delivery acceptance documents or installation of the Products, but in no event later than 15 days from the shipment of the Products.

5. Delivery. The normal shipping date of the Products herein quoted, dates from the receipt by NYMAT of an appropriate purchase order, and our acceptance of same, and with respect to special items, dates from the receipt by us of all information necessary to the design and manufacture of such equipment. Shipping schedules are not guaranteed and are best estimate only. All shipments are subject to the unavoidable delays caused by strikes, accidents, or other causes beyond our control, including any United States Government priority system. All shipping schedules are subject to prior sale and should be confirmed with NYMAT at the time the order is placed. In the event of delays in shipment due to customer's request, payment shall be due as quoted.

6. Title; Risk of Loss. Delivery of the Products to carrier by manufacturer, consigned, to you, shall constitute transfer of title, risk of loss, ownership, possession and property

in and to the Products, subject to any security interest, and such carrier shall thereafter be deemed to be acting for you and the Products shall thereafter be at your risk.

7. **Ancillary Services.** All Services requested by Purchaser will be provided at NYMAT's prevailing rates from time to time established, plus materials, parts, and expenses, including without limitation, travel and living expenses, where applicable.

8. **Cancellation.** You shall not countermand or cancel any order or cause work or shipment to be delayed, except with the written consent of, and upon terms agreed to by, NYMAT, and with full compensation to NYMAT for any loss sustained by reason of cancellation. NYMAT has a right to cancel any and all orders placed by Purchaser upon breach of the Agreement by Purchaser, or upon Purchaser's failure to make any payment or deposit when due hereunder or in the event of Purchaser's insolvency or bankruptcy. No down payment made by Purchaser to NYMAT will be returned in the event of cancellation.

9. **OSHA Warning.** It is the Purchaser's responsibility to provide necessary devices, tools, means, noise protection and safety precautions to protect all personnel from bodily harm resulting from the use, operation, set-up or servicing of the Products. Complete compliance with the regulations of the Occupational Safety & Health Act, by law, rest with the Purchaser. NYMAT does not either imply or warrant, under any circumstances, that the point of operation will be guarded. It is the responsibility of the user of the Products to properly guard the point of operation so that the operator cannot have any part of his body in the danger zone during the operation cycle.

10. **Product Use.** You agree to use, and require all persons operating the Products to use, any and all proper, safe operating procedures set forth in operator's manuals and instruction sheets relating to the Products and any and all available, feasible and practical point of operation safety devices consistent with your use of the Products and you agree that you will not remove or modify any device, warning sign, operator's manual or work with handling tools installed thereon or attached thereto. You agree to notify NYMAT and the original manufacturer promptly, in writing and in any event within 10 days after its occurrence, or any accident or malfunction involving any Products which results in injury or death to persons or damage to property or the loss of use thereof and you shall cooperate fully with NYMAT and the original manufacturer in investigating and determining the cause of any such accident or malfunction. At NYMAT's request, you agree to permit NYMAT or the original manufacturer to redesign, remodel or revise the Products at your place of business or that of the original manufacturer and you agree to waive any claim of any kind against NYMAT or the original manufacturer which may result from your inability to use the Products during the time the same is out of service for such revision, modification or redesign. For good causes shown, NYMAT may waive the above provisions relating to notice, investigations, revision, modification or redesign.

11. **Non-Solicitation.** For a period of 1 year after the purchase of Products or Services from NYMAT, Purchaser will not, directly or indirectly, solicit, hire, or otherwise retain as an employee or independent contractor any employee or independent contractor of NYMAT that is or was involved in the sale or provision of such Products or Services to Purchaser without the prior written consent of NYMAT.

12. Warranty.

12.1 MANUFACTURER'S WARRANTY. NYMAT IS NOT THE MANUFACTURER OF THE PRODUCTS. ACCORDINGLY, NYMAT IS NOT MAKING AND SHALL NOT MAKE ANY WARRANTIES WITH RESPECT TO PRODUCTS OTHER THAN THAT NYMAT SHALL CONVEY TO PURCHASER GOOD AND MARKETABLE TITLE THE PRODUCTS. OTHER WARRANTIES AVAILABLE TO PURCHASER ARE THOSE, IF ANY, EXTENDED BY THE MANUFACTURER, TO THE EXTENT THEY ARE IN FORCE AND EFFECT AND MAY BE ASSIGNED TO PURCHASER. NYMAT SHALL, UPON WRITTEN REQUEST, ASSIGN TO PURCHASER ANY ASSIGNABLE RIGHTS THAT NYMAT HAS UNDER THE MANUFACTURER'S WARRANTIES. THE MANUFACTURER'S WARRANTY, IF ANY, AND NYMAT'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY NYMAT. NYMAT DOES NOT ADOPT OR AFFIRM ANY WARRANTIES, EITHER EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF TRADE, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT), MADE BY ANY MANUFACTURER, DEVELOPER, OR VENDOR OF THE PRODUCTS, OR ANY COMPONENTS THEREOF, SOLD TO PURCHASER BY NYMAT. FURTHERMORE, NYMAT DOES NOT MAKE ANY INDEPENDENT REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS SOLD TO PURCHASER BY NYMAT. THE WARRANTIES, IF ANY, MADE BY ANY MANUFACTURER, DEVELOPER, OR VENDOR OF THE PRODUCTS, OR ANY COMPONENTS THEREOF, SOLD TO PURCHASER BY NYMAT ARE PURCHASER'S EXCLUSIVE REMEDIES WITH RESPECT TO THE PRODUCTS SOLD TO PURCHASER BY NYMAT.

12.2 NYMAT's Warranty for Services. NYMAT warrants that any Services provided will be performed in a workmanlike manor. This Warranty is exclusive and is in lieu of all other warranties whether written, oral or implied by law or otherwise, all of which are disclaimed by NYMAT. Except for NYMAT's limited warranty set forth above in this Section, NYMAT does not provide any other warranties of any kind with respect to any Products or Services sold or otherwise provided to Purchaser by NYMAT, either express or implied by statute, usage, custom of trade, or otherwise, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

13. Limitation of Liability and Damages. In no event will NYMAT be liable to Purchaser or any person or entity claiming through Purchaser for any indirect, consequential, incidental, special, punitive, exemplary, or other similar damages resulting from, arising out of, or related to this Agreement, any alleged or actual breach of this Agreement, or any Products or Services sold or otherwise provided to Purchaser by NYMAT, whether arising under contract, breach of warranty, tort, negligence, strict liability, enterprise liability, product liability, any other theory of liability, or otherwise, and whether or not NYMAT has been advised of the possibility of such damages or such damages are otherwise foreseeable (including, as examples of such damages, but not in limitation thereof, personal injury or death, loss of use, privacy, business

information, data, revenue, profits, or goodwill, damage to business or business relations, business interruption, procurement of substitute Products, Services, or facilities, economic losses, property damage, or attorneys' fees and disbursements). Without limiting the generality of the foregoing and notwithstanding anything else in this Agreement or otherwise to the contrary, NYMAT's maximum aggregate liability, direct or otherwise, to Purchaser or any person or entity claiming through Purchaser, if any, resulting from, arising out of, or related to this Agreement, any alleged or actual breach of this Agreement, or any Products or Services sold or otherwise provided by NYMAT (including, without limitation, the use of the Products or such Services by Purchaser or any other person or entity) will not exceed the total amount of the purchase price paid by Purchaser to (and actually received by) NYMAT for such Products or Services sold to Purchaser by NYMAT giving rise to such liability.

14. Time Limit to Bring Claim. Purchaser hereby agrees that regardless of any statute or law to the contrary, any claim or cause of action that Purchaser may have against NYMAT arising from, connected with, or related to this Agreement, any alleged or actual breach of this Agreement, or any Products or Services sold or otherwise provided to Purchaser by NYMAT (including, without limitation, the use of the Products or such Services by Purchaser or any other person or entity) must be filed against NYMAT in the appropriate court of law located in Monroe County, New York within 1 year after such claim or cause of action arose or such claim or cause of action will be forever barred.

15. Notice Regarding Limitations, Disclaimers, and Exclusions. The two parties hereto agree, Notwithstanding anything in this Agreement or any statute, regulation or public policy to the contrary, the limitations, disclaimers, and exclusions set forth in Sections 12.2, 13, and 14 of this Agreement apply to the maximum extent permitted by applicable law, and are not intended to deprive Purchaser of any mandatory protections provided to Purchaser under applicable law.

16. Indemnification. To the fullest extent permitted by law, except to the extent attributable to the willful misconduct or gross negligence of NYMAT, Purchaser will, at Purchaser's sole expense, indemnify, defend, and hold harmless NYMAT and NYMAT's officers, directors, managers, members, shareholders, agents, representatives, successors, and assigns (the "Indemnifiable Parties") from and against any and all Losses (as defined below) resulting from, arising out of, or related to: (a) any breach of or any inaccurate, false, or fraudulent representation or warranty made by Purchaser in this Agreement; (b) any breach or default in the performance of any covenant or agreement made by Purchaser in this Agreement; (c) the use of the Products or services sold or otherwise provided to Purchaser by NYMAT by Purchaser or any other person or entity; or (d) any willful misconduct or unlawful or negligent acts or omissions of Purchaser. The Indemnifiable Parties will provide reasonable notice to Purchaser of any claim asserted by a third party against the Indemnifiable Parties that may give rise to a claim for indemnification pursuant to this Section and Purchaser will take up the defense of such claim. The Indemnifiable Parties will provide reasonable assistance to Purchaser as reasonably necessary for Purchaser to defend any such third-party claim, provided that the Indemnifiable Parties will have the right to fully participate in such defense at their own expense. Purchaser will have the right to settle the matter upon written consent of the Indemnifiable Parties, which consent will not be unreasonably withheld. For purposes of this Section, "Losses" means any and all losses, damages, penalties, expenses, costs, court costs, professional fees (including, without limitation, reasonable attorneys'

fees and disbursements), interest, disbursements, judgments, liens, and liabilities of any kind or nature whatsoever (including, without limitation, claims for the injury to or the death of any person or the damage to any property (including, without limitation, loss of use thereof)).

17. Miscellaneous Provisions.

17.1 Enforcement of this Agreement. If Purchaser breaches or defaults in the performance of any covenant or agreement made by Purchaser in this Agreement, Purchaser will pay NYMAT for all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, internal legal costs, court costs, expenses of investigation, and expert fees) incurred by NYMAT in connection with NYMAT's enforcement of its rights under this Agreement or collection of any amount due NYMAT pursuant to this Agreement, whether or not suit is brought. This Section will survive the termination of this Agreement.

17.2 Assignment. Purchaser will not assign this Agreement or any of its rights or obligations hereunder, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of NYMAT, which consent will not be unreasonably withheld. Any proposed assignment in contravention of this Section will be null and void.

17.3 Force Majeure. NYMAT will not be liable to Purchaser for NYMAT's failure to perform any of its obligations under this Agreement (other than the payment of any amount due Purchaser pursuant to this Agreement) during any period in which its performance is delayed by circumstances beyond its reasonable control (including, without limitation, acts of God, strikes, walkouts, lockouts, freight embargo, riots, civil disturbance, acts of war, acts of terrorism, acts of a public enemy, laws, regulations, or other government proclamations, ordinances, or acts, quarantine, epidemics, unusually severe weather, power failures, earthquakes, floods, fires, explosions, or other catastrophes) or directly resulting from any failure of Purchaser to perform its obligations under this Agreement. If NYMAT claims force majeure, then it will be excused for non-performance for as long as its performance is so prevented, delayed, or hindered due to force majeure.

17.4 Governing Law; Jurisdiction. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of New York, one of the United States of America, without regard to the principles of conflict of laws, and will be binding on the Parties in the United States and worldwide. Any suit or proceeding related to this Agreement will be commenced exclusively in the state or federal courts located in Monroe County, New York, and each Party irrevocably consents to the exclusive jurisdiction and venue of such courts. No local, general, or trade custom or usage or course of prior dealings between the Parties will be relevant to supplement any term used in this Agreement.

17.5 Notices. Any notice, consent, demand, or other communication required or permitted under this Agreement will be in writing, addressed to the Party that the same is directed using the address previously provided by Purchaser to NYMAT (or such other address as the Party may designate by like notice from time to time), and deemed delivered to and received by the Party that the same is directed for all purposes as of the date that such notice is: (a) actually received by the Party that the same is directed, if delivered personally; (b) 1 business day after it was sent, if sent by reputable overnight courier service; or (c) 3 business days after it is deposited in a regularly

maintained receptacle for the deposit of U.S. mail, if sent by registered or certified U.S. mail, postage and charges prepaid.

17.6 Revisions. NYMAT, in its sole and absolute discretion, may modify these terms and conditions at any time and from time to time. The terms as in effect at the time of NYMAT's acceptance of any Purchase Order shall govern the terms of the sale of any Product or Services.

17.7 No Waiver. Failure on the part of any Party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

17.8 Severability. If any provision of this Agreement is finally determined to be unenforceable, invalid, or ineffective in any action, suit, or proceeding, such provision will be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The determination that any provision of this Agreement is unenforceable, invalid, or ineffective in any action, suit, or proceeding will not affect the enforceability of the remainder of this Agreement.

17.9 Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective legal representatives, heirs, executors, successors, and permitted assigns.

17.10 No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the Parties and does not create or grant any right in a person or entity who is not party to this Agreement.

17.11 Headings. The headings in this Agreement are inserted as a matter of convenience only and will not be used to interpret or construe any provision of this Agreement.

17.12 Construction; General Interpretive Principles. Whenever the context may require, any pronoun used in this Agreement will include the corresponding masculine, feminine, or neuter forms and the singular of nouns, pronouns, and verbs will include the plural and vice versa. This Agreement shall not be construed against any Party by reason of the fact that the Party may be responsible for the drafting of this Agreement or any provision hereof. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) references in this Agreement to "Sections", "paragraphs", and other subdivisions without reference to a document are to designate Sections, paragraphs, and other subdivisions of this Agreement; (b) the words "herein", "hereof", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (c) the terms "include" and "including" will mean without limitation by reason of enumeration.

17.13 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and communications, written or oral, relating thereto.