

ADAPT LASER SYSTEMS, LLC
GENERAL TERMS AND CONDITIONS OF SALE

1. **General.** Capitalized terms are defined below. Unless other terms are specified in the Quote, which terms shall control over any conflicting terms, the following General Terms and Conditions of Sale (this “Agreement”) will govern the offer and sale of all Equipment and Services provided by Seller to Buyer. Any terms and conditions of sale (other than the economic terms) that may be contained in any Order provided by Buyer will be without force and effect, regardless of when received by Seller. Likewise, any brochures or illustrations relating to the Equipment that Seller provides to Buyer are not considered binding unless they are explicitly referred to as binding within the Quote. By placing an Order, Buyer accepts this Agreement, and the sale and delivery by Seller of the Equipment and Services will be conclusively presumed to be subject to this Agreement.
2. **Definitions.** The following terms, when used in this Agreement, have the meanings set forth below:
 - (a) “Buyer” means the initial end user of the Equipment and/or Services identified in the Quote.
 - (b) “Equipment” means all of the equipment, including, without limitation, lasers, parts, and accessories, sold under the Order. Unless otherwise specified in the Quote, all lasers are Laser Class 4 products.
 - (c) “Order” means a purchase order or any other form with the same purpose as a purchase order provided by Buyer to Seller in response to the Quote.
 - (d) “Quote” means the offer sent by Seller to Buyer in response to Buyer’s request for a quote, which shall be governed by this Agreement, even if the Quote does not reference this Agreement. If any terms of the Quote conflict with the terms of this Agreement, the terms of the Quote shall control.
 - (e) “Seller” means Adapt Laser Systems LLC.
 - (f) “Services” as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting, training or other services provided by Seller under the Order.
3. **Prices.**
 - (a) Unless otherwise specified in writing, all Quotes expire thirty (30) days from the date thereof.
 - (b) The Purchase Price is exclusive of any taxes, including, without limitation, sales tax, which will be invoiced to Buyer and Buyer agrees to pay or reimburse any such taxes which Seller or its suppliers are required to pay or collect.
 - (c) The Purchase Price includes shipping and delivery charges, customs duties and other importation or exportation fees, if any, at the rates in effect on the date of the Quote. Any change after that date in such duties, fees, or rates, shall increase the price by Seller’s additional cost.
 - (d) The Purchase Price is exclusive of the cost of Services, which will be invoiced separately by Seller.
 - (e) Stenographic, clerical and mathematical errors are subject to correction.
4. **Payment.**
 - (a) Buyer shall pay Seller (i) forty percent (40%) of the Purchase Price when Seller receives and confirms Buyer’s Order and (ii) the remaining net balance payable thirty (30) days from the earlier of (A) the date the Equipment is delivered to Buyer or (B) the date of Seller’s invoice requesting payment for the remaining balance payable. Unless specified to the contrary in writing by Seller, payment terms are net cash in United States Dollars. Seller will not grant cash discounts or deductions. Buyer shall make all payments by wire transfer to an account designated by Seller or by check.
 - (b) If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance, payment security satisfactory to Seller, or may terminate the Order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Buyer, the Equipment shall be deemed delivered on the date Seller is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Buyer of its obligation to accept and pay for remaining installments.
 - (c) If Buyer is late making any payment hereunder, Buyer shall pay, in addition to any overdue payment, (i) a late charge equal to the lesser of two percent (2%) per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts, and (ii) Seller’s attorneys’ fees and court costs incurred in connection with collection.
 - (d) Buyer grants Seller a security interest in the Equipment in the amount of the unpaid balance of the price until paid in full. Seller will have the right to file a financing statement for such security interest and Buyer agrees

to sign any such statement or other documentation that Seller deems necessary to protect Seller's security interest upon request by Seller.

5. Changes and Cancellation.

- (a) If Buyer requests any changes to the Order, Buyer and Seller must, prior to the implementation of such change, agree in writing to the change and the resulting adjustments to affected provisions, including, without limitation, price, delivery, and guarantees.
- (b) Buyer may not cancel any Order without prior written notice to Seller and payment of cancellation charges, including, but not limited to, (i) all costs Seller incurs prior to the date Seller receives notice of cancellation, and (ii) all expenses incurred by Seller attributable to the cancellation.
- (c) If Buyer requests a deferral of delivery, Seller may treat such request as a cancellation of Buyer's Purchase Order, in which case Buyer shall pay Seller's reasonable expenses incurred in connection with the performance of the Order up to the date of cancellation.
- (d) Seller may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Buyer objects to any such changes, Seller shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

6. Delivery.

- (a) All Equipment manufactured, assembled or warehoused in the continental United States, or shipped from outside the continental United States, is delivered FCA Adapt Laser Systems (INCOTERMS 2010), unless otherwise specified. Buyer shall be responsible for any and all demurrage or detention charges.
- (b) Seller's scope and estimated delivery date is contained in Seller's order acknowledgement. Without a separate order acknowledgement, the Quote accepted by Buyer serves as the agreed to scope and estimated delivery. The estimated delivery date stated in the Quote is not a fixed date unless Seller has explicitly agreed to a specific delivery schedule.
- (c) Shipping and delivery dates are contingent upon (i) Buyer's timely approvals, (ii) delivery by Buyer of any documentation required for Seller's performance hereunder, and (iii) Buyer's remittance of the payments required under Section 4(a) hereof.
- (d) If the scheduled delivery of Equipment is delayed by Buyer or by Force Majeure (as defined in Section 15), Seller may move the Equipment to storage for the account of and at the risk of Buyer whereupon it shall be deemed to be delivered to Buyer. Seller is not liable for delays in delivery due to Force Majeure.
- (e) Partial deliveries are permissible. Orders are considered complete when all parts of the Order have been delivered. Buyer is responsible for delivery expenses in connection with requests for partial deliveries.
- (f) Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified in writing by Seller. Claims by Buyer for damage after delivery shall be made directly to the common carrier.
- (g) If Buyer elects to arrange shipping and delivery and the Equipment is damaged during transport, Buyer shall make claims related to such damage directly to the common carrier selected by Buyer, not to Seller.

7. Title and Risk of Loss. Title to Equipment shall remain in Seller until fully paid for by Buyer. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Buyer upon delivery.

8. Initial Operation, Inspection, and Acceptance.

- (a) With each initial delivery of laser Equipment, Seller will provide Buyer with operational and safety training at the time of installation of such laser. Such training will be performed by Seller at a time mutually agreed upon by Buyer and Seller. The extent of such training will be solely at Seller's discretion. If Buyer requests additional training, additional fees may apply, which Buyer agrees to pay.
- (b) Before Buyer's initial operation of the Equipment, Buyer is solely responsible for reading and following any user instructions and/or manuals associated with the Equipment, including, without limitation, all safety instructions.
- (c) Buyer shall inspect the Equipment immediately upon its receipt thereof. In the event that Buyer does not otherwise notify Seller, Buyer will be deemed to have accepted the Equipment twenty-four (24) hours after

delivery of the Equipment to Buyer. In the event that Buyer does not accept the Equipment, Seller shall have the option to replace the Equipment or terminate the contract without any liability to Buyer.

9. Warranties and Remedies.

- (a) Equipment and Services Warranty. Seller warrants that Equipment shall be delivered free of defects in material and workmanship. The Warranty Period for Equipment (excluding spare parts and refurbished or repaired parts) shall end on the earlier of the date that (i) is twelve (12) months after the date of initial operation or (ii) the Equipment has fifteen hundred (1500) operating hours.
- (b) Equipment Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment during the applicable Warranty Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable Warranty Period, Seller shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment, or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment. If any portion of the Equipment so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original Warranty Period applicable to such Equipment or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Equipment. The original Warranty Period shall not otherwise be extended.
- (c) Exceptions. Seller shall have no obligation hereunder with respect to any Equipment or part which (i) has been improperly repaired or altered; (ii) has deteriorated in storage; (iii) has been subjected to misuse, negligence or accident, including, without limitation, transporting, operating or storing the Equipment (A) in temperatures below forty (40) degrees Fahrenheit or above ninety-seven (97) degrees Fahrenheit, or (B) in humidity, non-condensing, below ten percent (10%) or above ninety-five percent (95%); (iv) has been used in a manner contrary to Seller's instructions; (v) is comprised of materials provided by or a design specified by Buyer; or (vi) has failed as a result of ordinary wear and tear. The warranty shall not apply if the initial operation commences more than six (6) months after shipment, unless Seller has inspected the Equipment and has informed Buyer in writing that the Equipment is in warrantable condition, or will be in warrantable condition after specified repairs or replacements have been made. Such inspection must be made by a representative or designated agent of Seller. Equipment supplied by Seller but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

10. Limitation of Liability.

- (a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE EQUIPMENT OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), AS A RESULT OF THE OFFER, SALE OR USE OF GOODS OR SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY OR OTHER WRONGFUL ACT OR OMISSION OF SELLER AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) SELLER'S TOTAL LIABILITY FOR ALL CLAIMS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PRICE PAID TO SELLER PURSUANT TO THE ORDER UNDER WHICH LIABILITY AROSE. SELLER WILL HAVE NO LIABILITY WHATSOEVER TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES THAT MAY BE ASSOCIATED WITH BUYER'S MISUSE OF THE EQUIPMENT OR THE USE OR MISUSE OF EQUIPMENT BY ANY INDIVIDUAL THAT HAD NOT BEEN TRAINED DIRECTLY BY SELLER.

(b) All causes of action against Seller arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

11. Indemnification. To the fullest extent permitted by applicable law, Buyer will defend, indemnify, and hold harmless Seller, its subsidiaries, affiliates, parents, partners, their successors and assigns, and each of their respective past and present directors, officers, employees and agents (collectively "Seller Indemnitees") from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorneys' fees ("Liabilities"), which Seller Indemnitees may sustain, incur, or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Buyer's purchase, sale, or use of the Equipment or Services, including, but not limited to, Buyer's misuse of such Equipment or Services, or any other acts or omissions, willful misconduct or negligence, whether active or passive, on the part of Buyer; provided, however, Buyer will have no indemnity obligations under this paragraph for any Liabilities caused solely by the willful misconduct or negligence of a Seller Indemnitee.

12. Regulations. Seller does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment is the sole responsibility of Buyer. All laws and regulations referenced herein shall be those in effect as of the date of the Quote. In the event of any subsequent revisions or changes thereto, Seller assumes no responsibility for compliance therewith. If Buyer desires a modification as a result of any such change or revision, it shall be treated as a change under Section 5. Nothing contained herein shall be construed as imposing responsibility or liability upon Seller for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment.

13. Governing Law and Dispute Resolution.

(a) This Agreement will be governed by the laws of the State of Missouri, and the United States without reference to its conflicts of laws provisions; exclusive jurisdiction and venue for any action, suit or proceeding concerning this Agreement will be in the federal or state courts located in the city of Kansas City, Jackson County, Missouri, U.S.A.; and each party submits to exclusive personal jurisdiction in the State of Missouri for any such action, suit, or proceeding.

(b) Arbitration. The parties agree that all claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach hereof, shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed. The arbitration is to be held before an independent arbitrator mutually agreeable to the parties. Before beginning the hearings, the arbitrator must take an oath or provide an undertaking of impartiality. The location of the arbitration proceeding and hearing shall be in Kansas City, Missouri. The award when rendered by the arbitrator shall be final and it is agreed that judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having competent jurisdiction. The costs and expenses of the arbitrator shall be shared equally by Seller, on the one hand, and Buyer, on the other hand, unless the arbitrator makes an express finding that a party or parties should pay all or a portion of another party's attorneys' fees.

14. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS AGREEMENT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT.

15. Force Majeure. Seller shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control, including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Buyer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its agents, representatives, suppliers or subcontractors due to any of the foregoing enumerated causes (events of "Force Majeure"). In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay, and the price will be adjusted to compensate Seller for such delay.

- 16. Assignment.** Buyer may not assign or transfer Quotes or Orders, in whole or in part, without Seller's prior written consent. Seller has the right to assign its rights, or to delegate or subcontract its obligations or any portion thereof, to any affiliate or successor to its business or the assets to which this Agreement relates.
- 17. U.N. Convention.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 18. Resale.** If Buyer resells any of the Equipment, the terms of such sale shall limit Seller's liability to the buyer to the same extent that Seller's liability to Buyer is limited hereunder.
- 19. Miscellaneous.** Time for payment is of the essence. Buyer acknowledges that it has not been induced to purchase any Equipment or Services from Seller by any representation or warranty not expressly set forth herein. This Agreement constitutes the entire agreement of the parties and supersedes all existing agreements and all other oral or written communications between the parties concerning the subject matter contained herein. Buyer's obligations hereunder shall survive the termination of this Agreement. None of the terms and conditions contained herein may be added to, modified, superseded, or otherwise altered except by a written document signed by an authorized representative of Seller. Any waiver or failure to enforce any provision herein on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Section headings contained herein are intended for convenience of reference only and will not affect the interpretation of any provision. If any provision of this Agreement is held to be prohibited or unenforceable, the parties will promptly substitute for the invalid provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision and the remaining provisions will continue in full force and effect. Buyer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.