

## Hartford Technologies Inc. Standard Terms and Conditions of Sale

1. EXCLUSIVE TERMS AND CONDITIONS. Hartford Technologies' acceptance of any order is expressly subject to buyer's assent to each and all of these Standard Terms and Conditions and the terms and conditions contained or referred to in Hartford Technologies' acknowledgement. Buyer's assent to such terms and conditions shall be conclusively presumed from buyer's receipt of Hartford Technologies' acknowledgement without prompt objection thereto or from acceptance of all or any part of the goods ordered. No addition to or modification of such terms and conditions shall be binding on Hartford Technologies. **ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER BUYER'S DOCUMENTS, IRRESPECTIVE OF THEIR MATERIALITY, WHICH ARE EITHER DIFFERENT FROM OR ADDITIONAL TO THESE STANDARD TERMS AND CONDITIONS OR THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO IN HARTFORD TECHNOLOGIES' ACKNOWLEDGEMENT, ARE OBJECTED TO AND ARE EXCLUDED.** If buyer's purchase order or other correspondence contains terms and conditions contrary to or in addition to these Standard Terms and Conditions or the terms and conditions contained or referred to in Hartford Technologies' acknowledgement, neither acceptance of any order by Hartford Technologies nor shipment of the goods ordered, shall be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Hartford Technologies of any of these Standard Terms and Conditions or of the terms and conditions contained or referred to in Hartford Technologies' acknowledgement. Any reference to buyer's purchase order noted on Hartford Technologies' acknowledgement shall not affect or limit the applicability of these Standard Terms and Conditions or the terms and conditions contained or referred to in Hartford Technologies' acknowledgement.

2. WARRANTY. Hartford Technologies warrants that the goods will be free from defects in material and workmanship and will conform to the specifications, if any, set forth in buyer's purchase order and expressly accepted in Hartford Technologies' acknowledgement. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. WITHOUT LIMITING THE FOREGOING, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL NOT APPLY AND ARE EXCLUDED.** In addition, without limiting the foregoing, the implied warranty by a seller of non-infringement of any intellectual property right of third parties does not apply and is excluded

3. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. **BUYER'S REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF ANY DEFECT OR NONCONFORMANCE OF GOODS FURNISHED BY HARTFORD TECHNOLOGIES, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, STATUTORY OR REGULATORY VIOLATION OR ON OTHER GROUNDS, SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT TO EITHER REPLACEMENT OF SUCH GOODS OR REPAYMENT OF THE PURCHASE PRICE THEREFOR, AT HARTFORD TECHNOLOGIES' OPTION. IN NO EVENT SHALL HARTFORD TECHNOLOGIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DOWNTIME OR LOSS OF ANTICIPATED PROFITS) SUFFERED OR INCURRED BY BUYER.**

4. TECHNICAL ADVICE. Any technical advice provided by Hartford Technologies with respect to the goods shall be without charge; Hartford Technologies assumes no obligation or liability for any such advice; and buyer shall have sole responsibility for selection and the specifications of the goods appropriate for the end use of such goods.

5. PRICES, TAXES, IMPORT DUTIES AND REQUIREMENTS. The prices for the goods do not include the amount of any present or future tax applicable to the manufacture, sale, purchase or use of the goods. All such taxes shall be paid by buyer. In the event buyer requires shipment to a location outside the United States, buyer will be solely responsible for all import

duties and other import charges and also for compliance with all import procedures and legal requirements of such other country.

6. PAYMENT. Unless Hartford Technologies specifies C.O.D or other payment terms, payment shall be made in U.S. dollars as follows:

(1) On all orders for goods shipped to a location within the United States payment shall be made within thirty (30) days after the actual date of Hartford Technologies' invoice.

(2) A monthly interest rate of one and one-half percent (1 ½%) per month or the maximum legal rate, whichever is less, may be assessed by Hartford Technologies on all past due amounts.

Notwithstanding the foregoing, if in the judgment of Hartford Technologies, the credit status of buyer, at any time, does not justify the continuation of production or shipment of the goods on the terms above or such other terms as Hartford Technologies may have granted, then Hartford Technologies may, in its sole discretion, modify, limit or cancel the credit of buyer and thereafter refuse to deliver any part of the goods except against payment in advance or in cash on delivery.

7. DELIVERY. Unless otherwise specified in Hartford Technologies' acknowledgement, the goods shall be delivered F.O.B. Hartford Technologies' plant. Title and risk of loss to the goods shall pass to buyer upon delivery of the goods to the carrier.

8. RETURNS. Subject to the paragraph 3 above headed BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, no returns of any goods delivered to buyer shall be permitted.

9. DELAYS. Hartford Technologies shall not be liable to buyer for any delay or failure in performance caused by circumstances or events beyond Hartford Technologies reasonable control, including, without limitation, acts of God, war, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical, breakdown, shortages or delays in obtaining parts or equipment, material, labor, or transportation, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any similar or dissimilar cause or delays by Hartford Technologies' suppliers due to any such circumstances or events.

10. ALL RIGHTS ARE CUMULATIVE. The rights of Hartford Technologies under these Standard Terms and Conditions of Sale and Hartford Technologies' acknowledgement are cumulative and in addition to all rights available to Hartford Technologies under law and equity.

11. LIMITATION OF LIABILITY. ***IN NO EVENT SHALL HARTFORD TECHNOLOGIES OR BUYER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, COSTS OF DOWN TIME OR LOSS OF ANTICIPATED PROFITS) FOR ANY CLAIM OF ANY KIND ARISING OUT OF THE PERFORMANCE, NONPERFORMANCE OR BREACH OF ANY OBLIGATION TO BUYER.***

12. HEADINGS. The headings in these Standard Terms and Conditions of Sale are for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to interpret any such provisions.

13. GOVERNING LAW. The sale of goods by Hartford Technologies pursuant to these Standard Terms and Conditions or otherwise shall be governed by, and these Standard Terms and Conditions shall be interpreted in accordance with, the law of the State of Connecticut, without reference to Connecticut's choice of law principles.