



NANOTECH PRECISION

EXCELLENCE IN MANUFACTURING

## Nanotech Precision, LLC Terms & Conditions

Disclaimer: Information and products or services provided by Nanotech Precision, LLC, are provided “as is” without any express or implied warranty of any kind, including warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Nanotech Precision, LLC be liable to any person for any damages of any kind arising out of the use or inability to use any product or service of Nanotech Precision, LLC, including but not limited to direct, indirect, special or consequential damages, lost profits, loss of use, business interruption, other economic losses, damage to reputation or credit rating, emotional distress, or other loss or injury of any kind, whether in an action of contract, negligence or other tort, even if Nanotech Precision, LLC, is advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of warranties or damages.

Warranties: Acceptor of a purchase order with Nanotech Precision, LLC, (the “seller”) expressly warrants that all items, materials, and work furnished under this purchase order shall correspond or conform to specifications customary in the industry for said items, materials, and work unless this purchase order expressly requires compliance with buyer’s specifications, or other descriptions agreed upon by the parties, in which case seller expressly warrants that all items, materials, and work furnished under this purchase order shall conform thereto.

Indemnity: Seller shall hold harmless, indemnify and defend buyer, its agents, employees, customers, officers, and agents from and against all claims, actions, suits, losses, bodily harm (including death), and damages of every kind and nature, and from and against all costs and expenses, including attorneys’ fees, arising out of buyer’s purchase, use, or resale of anything purchased under this purchase order which is defective or which fails to conform in any respect to the warranties or specifications set forth herein.

Infringement: Seller warrants that no items furnished pursuant to this purchase order shall infringe upon any patent, trademark, trade secret, copyright, or other right, unless this purchase order expressly requires compliance with buyer’s specifications. Seller, at its sole cost and expense, shall hold harmless, indemnify, and defend buyer, its agents, employees, and customers from and against all claims, actions, suits, losses, and damages of every kind and nature, and from and against all costs and expenses, including attorneys’ fees, arising out of any and every such infringement.

Limitation of liability: Notwithstanding anything contained in this purchase order to the contrary, purchaser’s liability for claims or damages under this purchase order shall not exceed the total amount payable by purchaser hereunder for goods delivered by seller. Purchaser shall not be liable to seller for any special, indirect, consequential or punitive damages arising out of the performance (in whole or part).

Governing law and venue: Any matter related to this agreement shall be governed by Minnesota law and shall be venue in a state or federal court in Hennepin county Minnesota and seller hereby waives any objection or challenge to venue or choice of law based on forum non conveniens or any and every other argument.