

1. Acceptance - ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER
2. NTM Sensors is a division of NexTech Materials, Ltd
3. Changes –Orders may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto
4. Delivery, claims, delays - All sales are FOB Seller's shipping point unless otherwise noted. If Shipping and Handling Charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of the goods to the carrier at Seller's shipping point shall constitute delivery to Buyer, and Buyer shall bear all risk of loss or damage in transit. The general method of shipment for each item is listed in Seller's catalog. However, Seller reserves the right, in its discretion, to determine the exact method of shipment. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages, and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within five days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.
5. Allocation of goods - If Seller is unable for any reason to supply the total demands for goods specified in Buyer's order, Seller may allocate its available supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

6. Payment - Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Buyer results in the insecurity of Seller, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.
7. Taxes and other charges - Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller, at the time the order, is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
8. Pricing - Prices shown are in United States Dollars (US\$) and are subject to change. Please call us for current prices if you require this information prior to placing your order. We guarantee our written quotations for 30 days. When placing your order, please reference our quoted prices or our pro forma number. If you place your order by phone, we will confirm our current price at that time.
9. Price Changes - Shipment will be made promptly even if prices have been nominally increased. Price reductions will be automatically applied to your invoice.
10. Warranties Seller warrants that for **1 year AFTER SHIPMENT THAT the NTM SenseH₂[™]** will not fail to report the presence of hydrogen over the life of the warranty when exposed to a calibration gas within the operating range of the sensor. During this period the sensor will indicate at least the concentration of the calibration gas to which it is exposed without reporting false positives when hydrogen is not present. **THE FOREGOING WARRANTY IS EXCLUSIVE, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** If there is an issue with the NTM SenseH₂[™] during the warranty period or the NTM SenseH₂[™] fails to operate as stated in the warranty, NTM Sensors will repair or replace the unit upon receipt of the defective unit along with a Return Material Authorization (RMA) number. RMA number shall be obtained prior to shipping the defective unit, and can be obtained by contacting the NTM Sensors Claims Dept:

NTM Sensors Claims Dept.,

404 Enterprise Drive

Lewis Center, OH 43035

(P) 614-842-6606

(F) 614-842-6607

Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE. All claims must be brought within one (1) year of shipment, regardless of their nature.

A service plan may be purchased for extended service and recalibration of the unit. Contact your NTM Sensors Sales representative for further details.

11. Compliance with laws, regulations - Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto.
12. Buyer's use of products – The NTM SenseH₂[™] is intended for use as a hydrogen gas detector in the range of 0.2% to 4% hydrogen in air. Typical applications include: stationary fuel cells, fuel cell powered forklift trucks, hydrogen refueling stations, hydrogen generation (electrolyzer) systems, on-site fuel reforming systems, uninterruptible power supply (UPS) systems monitoring, telecom systems monitoring, semiconductor manufacturing monitoring, and laboratory monitoring. The NTM SenseH₂[™] is not intended for use in medical applications, in liquid media, or in reducing gas environments. The NTM SenseH₂[™] is not a stand-alone safety device and does not provide protection from hydrogen explosion. The 1 to 4.5V output signal, quantifying the hydrogen concentration in air, is intended to be a key input to customer safety systems, enabling audible alarms, system shutdown, ventilation, or other measures to ensure safe handling and use of hydrogen gas. The information contained in the technical datasheet has been carefully reviewed and is believed to be accurate; however, no responsibility is assumed

for inaccuracies. NTM Sensors reserves the right to make changes, without further notice, to any product, datasheet, technical data bulletin, or website. NTM Sensors makes no warranty, representation of guarantee regarding the suitability of its product for any particular purpose, nor does NTM Sensors assume any liability arising out of the application or use of any product and specifically disclaims any and all liability, including without limitation, consequential or incidental damages. "Typical", parameters can and do vary in different applications. All operating parameters, including "Typical" must be validated for each customer application by customer's technical experts. NTM Sensors' products are not designed, intended, or authorized for use as components in systems intended for surgical implant into the body, or other application intended to support or sustain life, or for any application in which the failure of the NTM Sensors' product could create a situation where personal injury or death may occur and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals. Buyer acknowledges that the products have not been tested by Seller for safety and efficacy in food, drug, medical device, cosmetic, commercial, or any other use. Buyer expressly represents and warrants to Seller that Buyer will properly test, use, manufacture and market the NTM SenseH₂™ in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer agrees to comply with instructions, if any, furnished by Seller relating to the use of the products and not misuse the products in any manner. If the products purchased from Seller are to be repackaged, relabeled or used as starting material or components of other products, **Buyer will verify Seller's assay of the products.** No products purchased from Seller shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics. Should buyer purchase or use NTM Sensors' products for any such unintended or unauthorized application, Buyer shall indemnify and hold NTM Sensors and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any **DAMAGES RESULTING FROM SUCH UNINTENDED OR UNAUTHORIZED APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY** claim of personal injury or death associated with such unintended or unauthorized use, even if claim alleges that NTM Sensors was negligent regarding the design or manufacture of the part. In the case of a defect in the sensor, NTM Sensors shall not be liable for any damages which may result, including, but not limited to, loss of revenue, property, or life. In any event, NTM Sensors shall limit liability to replacement of the defective unit. NTM Sensors does not convey any license under its patent rights, nor the rights of others.

13. Buyer's Representations and Indemnity - Buyer represents and warrants that it shall use all products ordered herein in accordance with Paragraph 12, "Buyer's Use of Products", and that any such use of products will not violate any law or regulation. Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law

brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Seller's products, or by reason of Buyer's failure to perform its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Seller's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer, or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller.

14. Patent disclaimer - Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any United States or other patents covering the product itself, or the use thereof in combination with other products, or in the operation of any process.
15. Returns - Goods may not be returned for credit or exchange except with Seller's permission, and then only in strict compliance with Seller's return shipment instructions. NTM SenseH₂[™] hydrogen sensors are calibrated, certified, and packaged in individual bags with tamper evident seals. No product can be returned for credit if the tamper evident seal has been broken. Any returned items may be subject to a 20% processing fee.
16. Technical Assistance - At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SELLER OR SELLER'S PERSONNEL. ANY SUGGESTIONS BY SELLER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.
17. Miscellaneous - Seller's failure to strictly enforce any term or condition of this order, or to exercise any right arising hereunder, shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or to exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding upon inure

to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

18. Governing Law - All disputes as to the legality, interpretation, application, or performance of this order, or any of its terms and conditions, shall be governed by the laws of the State of Ohio **EXCLUSIVE OF** its conflict of laws **AND CONFLICT OF LAW** principles.