

**MARLIN TECHNOLOGIES, INC.**  
**CONTRACT MANUFACTURING SALES TERMS**

1. Controlling Provisions. This document, together with the sales quotation making reference to this document or with respect to which this document is attached (collectively, this "Contract") constitutes an offer by Marlin Technologies, Inc. ("Company") to provide the goods described in such sales quotation (collectively, the "Products") to the party to whom the sales quotation is addressed ("Buyer"). If this Contract is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Buyer's acceptance of this Contract is limited to the terms, covenants and conditions contained in this Contract, and Company hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless Company expressly assents to such terms in writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Company's offer, and Company's offer will be deemed accepted without such additional, different or varying terms. This Contract constitutes the final expression of the terms between Company and Buyer regarding the Products and is the complete statement of those terms. Any terms, conditions, negotiations or understandings not contained in this Contract will have no force or effect unless made in writing and signed by Company and Buyer.
2. Acceptance. Buyer shall be deemed to have accepted this Contract upon the earliest of the following to occur: (a) Company's receipt of a copy of this Contract signed by Buyer; (b) Buyer's payment of any amounts due under this Contract; (c) Company's delivery of the Products; (d) failure by Buyer to notify Company of non-acceptance within 10 days of its receipt of this Contract; or (e) any other event constituting acceptance under applicable law.
3. Orders. Buyer's order of any Products from Company shall be subject to the provisions of this Contract. Buyer's order must be made in a form acceptable to Company. Company reserves the right to reject any orders for any reason in its sole discretion. Company reserves the right to correct clerical or similar errors relating to price or any other term shown on any invoice.
4. Changes, Cancellations and Returns. Buyer may not change or cancel any order that has been accepted by Company, unless Company agrees in writing. Company reserves the right to change the price, terms of payment and shipment dates for any Products affected by any changes to any order which are requested by Buyer and approved by Company in writing. When Company consents to the cancellation of any order, Buyer shall be responsible for all expenses incurred by Company related to such cancelled order. Buyer may not return any Products to Company unless Company agrees in writing.
5. Materials. Prior to ordering any Products, Buyer shall deliver to Company a written bill of materials ("BOM") for each Product, specifying all components and raw materials (collectively, "Materials") necessary to manufacture and package such Product. Unless otherwise set forth in this Contract, (a) Company shall be responsible for purchasing Materials necessary for Company to fulfill Buyer's orders for Products which are accepted by Company, (b) Company shall perform a visual inspection of any Materials purchased by it, and (c) Company shall use reasonable efforts to purchase those Materials which are to be purchased by it in quantities sufficient to fulfill accepted orders hereunder, but Buyer acknowledges that suppliers of Materials may impose on Company minimum purchase quantities which can lead to excess Materials. Buyer agrees to purchase from Company, at Company's cost and on an F.O.B. (as defined in the Uniform Commercial Code) the loading dock at Company's Horicon, WI facility basis, all Materials purchased by Company which are not used by Company in the fulfillment of Buyer's order(s), with each such purchase being completed within thirty (30) days after Company's provides written notification to Buyer of the presence of excess Materials. Without limiting any other rights or remedies available to Company, if Buyer fails to meet its purchase obligations relating to excess Materials, as described in this Section 5, Company may charge Buyer a monthly storage fee equal to 10% of the price paid by Company for the affected excess Materials. Notwithstanding the foregoing, Company may, at its option, require Buyer to prepay Company for Materials purchased by Company hereunder.
6. Defects in Materials. Buyer is solely responsible for selecting the Materials, and shall precisely, clearly and unambiguously indicate and describe the Materials in the BOM. Company may choose the supplier of a Material, unless Buyer designates a specific supplier in the BOM. With respect to any Materials to be purchased by Company, COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXTENT OR ENFORCEABILITY OF A MATERIAL SUPPLIER'S WARRANTY. With respect to any Materials to be purchased by Company, Company's sole obligation shall be to assign to Buyer any warranties made by a Material supplier with respect to the Material so supplied, to the extent assignable, but Company does not guarantee that the supplier will comply with any of the terms of its warranty.
7. Delivery. Unless otherwise stated in this Contract, Company shall deliver the Products F.O.B. (as defined in the Uniform Commercial Code) the loading dock at Company's Horicon, WI facility (the "Delivery Point"). All risk of loss, damage or delay, and title to the Products shall pass from Company to Buyer upon delivery to Buyer or its carrier at the Delivery Point. All quoted shipment and/or delivery dates and/or periods are approximate. Time for delivery shall not be of the essence. Delivery dates given by Company are based on prompt receipt of all necessary information regarding the order. Company's failure to meet any shipment or delivery date does not constitute a cause for cancellation and/or for damages of any kind. Buyer shall be responsible for picking up the Products at the Delivery Point and for transporting such Products to Buyer's intended destination. Claims for shortages or other errors must be made in writing to Company within thirty (30) days after delivery of the shipment, and failure to give such notice will constitute unqualified acceptance of such shipment and a waiver of all such claims by Buyer.
8. Delivery Delays. Any delay in delivery due to causes beyond Company's reasonable control including, without limitation, those events listed in Section 14 below, due to any priorities or allocations necessitated by governmental orders or regulations, or due to any causes specified in the following sentence, shall extend the term of delivery by a period equal to the length of such delay. In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions, (b) failure to arrange for pickup, (c) failure to supply or approve necessary data in a timely manner, (d) changes requested by Buyer and approved by Company, or (e) failure to provide documents required for Company to effect delivery, Company shall store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Company's demand.
9. Prices; Taxes; Permits. Prices for the Products shall be as stated in Company's sales quotation. All prices are stated, and shall be payable, in U.S. dollars. All quotations from Company for the Products will automatically expire thirty (30) days from the date of the quotation unless the quotation states otherwise or is withdrawn by Company. Buyer shall pay or reimburse Company, on demand, for all taxes, fees and costs including any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, broker fees, inspection or testing fee, freight costs, insurance, consular fees, tariffs or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Company and Buyer, in addition to the prices quoted or invoiced.
10. Terms of Payment. Unless different terms are designated by Company for Buyer in connection with Company's credit approval process, terms of payment are as follows: net 30 days from the invoice date. Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Company's credit department. If Buyer does not pay Company any amount due

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under this Contract or any other agreement between the parties when such amount is due or if Buyer defaults in the performance of this Contract, Company may, without liability to Buyer and without prejudice to Company's other lawful remedies (a) terminate Company's obligations under this Contract; (b) declare immediately due and payable all of Buyer's obligations to Company; (c) change credit terms with respect to any other orders of Products; (d) suspend or discontinue any further orders; and/or (e) enter Buyer's premises and repossess any Products for which Company has not received payment. Buyer agrees to reimburse Company for all costs and fees including attorneys' fees and repossession fees, incurred by Company in collecting any sums owed by Buyer to Company. Buyer agrees to pay a late payment charge equal to the lesser of 1.5% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on Company's demand. Buyer shall not set off amounts due to Company against Buyer's claims against Company.

**11. Limited Warranty: Damages Limitations.**

(a) Company warrants to Buyer that the Products sold to Buyer will be manufactured in accordance with, and will conform to, the written specifications for such Products, as agreed in writing by Company and Buyer. The warranty period for this warranty shall be one year from the date such Products are delivered to the Delivery Point (the "Warranty Period"). There is NO WARRANTY in cases of repairs or alterations made to Products which are not authorized by Company in writing, damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental and natural elements, failure to follow Company's instructions or improper installation, storage or maintenance. Company's SOLE AND EXCLUSIVE obligation under this limited warranty (and Buyer's sole and exclusive remedy) will be, upon prompt written notice by Buyer during the Warranty Period of any breach, to either, at Company's option: (i) repair or replace without charge any non-conforming Product; or (ii) credit to Buyer or refund the purchase price for such non-conforming Product. This limited warranty covers only the replacement or repair of non-conforming Products at Company's facility and does not include the cost of transportation of the Products to Company's facility. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and cause the Products to be installed correctly, if not installed by Company (and Buyer assumes all risk and liability whatsoever in connection therewith). Buyer agrees that Company has no post-sale duty to warn Buyer or any other party about any matter.

(b) THE EXPRESS WARRANTIES IN SECTION 11(a) ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. Any oral or written description of the Products is for the sole purpose of identifying the Products and will not be construed as an express warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER FOR BREACH OF WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OF THIS CONTRACT, OR FOR LIABILITY BASED ON NEGLIGENCE OR ANY OTHER THEORY. COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO COMPANY BY BUYER FOR THE PRODUCTS. Any assistance Company provides to or procures for Buyer outside the limitations of this Section will not constitute a waiver of the limitations of this section.

**12. Indemnification.** Buyer shall indemnify, defend and hold Company harmless from and against any and all liabilities, losses, fines,

penalties, damages and expenses, including, without limitation, attorneys' fees ("Damages") incurred by or against Company which arise out of or result from any of the following: (a) any claim that any specifications furnished by Buyer infringe or constitute a misappropriation of any third party intellectual property rights; and/or (b) any claim for bodily injury, including death or disease, or for loss of damage to property which results from or is caused by the use of any device or other good which is manufactured or sold by Buyer and which incorporates or otherwise utilizes any Product sold hereunder; provided, however, Buyer's obligations under clause (b) of the preceding sentence shall not apply to the extent the claim is caused a failure of the affected Product to meet the specifications agreed to in writing by Buyer and Company.

**13. Intellectual Property.** Nothing in this Contract will be construed to give Buyer any rights in any patents, trademarks, copyrights or other intellectual property of Company.

**14. Force Majeure.** Except with respect to payment obligations under this Contract, neither party will be responsible for any other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, pandemic, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding available supply or any other cause beyond the party's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Company may, at its option and without liability, prorate its deliveries, cancel all or any portion of this Contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

**15. Miscellaneous.** This Contract constitutes the entire agreement between the parties with respect to Buyer's purchase of the Products and supersedes all other agreements or communications, written or oral, which may be deemed to be inconsistent with it. This Contract may not be amended or altered except by a writing signed by Company. This Contract shall be governed by and construed according to the laws of the State of Wisconsin, USA. Neither this Contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Contract is held to be invalid or unenforceable for any reason, the parties acknowledge and agree that such invalidity or unenforceability (a) shall not affect any other provision of this Contract, (b) the remaining terms, covenants and conditions hereof shall remain in full force and effect, and (c) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. All of Company's remedies herein are cumulative and not exclusive of any other remedies available to Company at law, by contract or in equity.