

SOLERAS Advanced Coatings US
589 Elm Street
Biddeford, ME 04005, USA

SOLERAS Advanced Coatings US
5006 US Hwy 14-23, Suite A
Spring Green, WI 53588, USA

GENERAL CONDITIONS OF SALES & SERVICE

ARTICLE 1: Application

Unless otherwise agreed in writing by SOLERAS Advanced Coatings, these general conditions shall apply to present and future sales and services. Additional or different terms provided in the Customer's purchase order that vary in any degree from any of the terms herein are hereby objected to and rejected. In the event of any inconsistency between these general conditions and the provisions on SOLERAS Advanced Coatings' quotation, order acknowledgment, or invoice or on any supplement attached thereto, the provision contained on the quotation, order acknowledgment, or invoice or on such supplement shall control. Except as otherwise described herein, no modification or termination hereof or waiver of any of the obligations hereunder shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

ARTICLE 2: Formation of contract

Prices and quotations provided by SOLERAS Advanced Coatings are not an offer and do not bind SOLERAS Advanced Coatings. They may be modified at any time without prior notice. The order issued by the Customer shall constitute the contract offer. Acceptance shall be made solely by SOLERAS Advanced Coatings' written acceptance, in the form of an order confirmation. The date of such acceptance is the date of formation of the contract. Unless otherwise stipulated, all prices are mentioned in U.S. Dollars and exclusive of all third-party fees, levies, duties, taxes or charges, including sales tax and value-added tax (VAT).

ARTICLE 3: Delivery

1. All sales are governed by INCOTERMS 2010, as published and promulgated by the International Chamber of Commerce, and the terms used in this document shall have the meanings set forth therein.
2. All deliveries shall be made "FCA Biddeford" or "FCA Spring Green" (Incoterms 2010). Unless the Customer and SOLERAS Advanced Coatings agree otherwise, the Customer shall bear all costs of shipment (including but not limited to costs of transport, packing, insurance, taxes, and import duties) and all other governmental charges levied with respect to this contract or the products furnished hereunder. If the terms of the contract

provide for SOLERAS Advanced Coatings' payment of any of the foregoing costs, they shall be at the rates in effect at the date of the contract, and any increase above that amount will be paid by the Customer.

3. Dates of delivery are understood as target dates and are not binding.
4. Unless otherwise agreed, any delivery span shall run from the date of the formation of the contract. If delivery of the goods is not made within three (3) months after the delivery date stated, except as provided in Articles 3.5 and 3.6, the Customer may cancel the order according to the following procedure: The Customer will inform SOLERAS Advanced Coatings of its intention to cancel the order in writing within fifteen (15) calendar days after the three (3) month period has expired. Within fifteen (15) calendar days after receipt of such notice, SOLERAS Advanced Coatings shall either accept this cancellation or commit itself to deliver the goods within thirty (30) days; if SOLERAS Advanced Coatings so commits, the Customer shall extend any letter of credit issued in payment through such 30-day period. If SOLERAS Advanced Coatings does not meet this last commitment, the Customer shall have the right to cancel the order by notifying SOLERAS Advanced Coatings in writing. Cancellation pursuant to this Article 3.4 shall be the Customer's sole remedy for late delivery under this Article.
5. Should delay in delivery be caused by any of the circumstances mentioned in Article 12 and whether such cause occurs before or after the stated time of delivery, the parties will consult together to renegotiate the delivery date, as is reasonable, and considering all the circumstances of the case.
6. If the Customer fails to accept the delivery on the contracted date or should a delay in delivery be caused by an act or omission (including without limitation changes in specification) of the Customer, the Customer shall nevertheless promptly make any payment as if the equipment had been delivered. SOLERAS Advanced Coatings shall arrange for the storage of the equipment at the risk and cost of the Customer.
7. SOLERAS Advanced Coatings reserves the right to make partial deliveries. In case of partial delivery, partial payment shall become due on a pro rata basis.

ARTICLE 4: Acceptance, claims & warranty

1. Conformance to the contract of the delivered goods and services is determined at the time of delivery.
2. The acceptance of the goods at the time of delivery covers all apparent defects. All claims for apparent defects or shortages must be supported by documentary evidence in the form of exceptions taken on the delivery receipt furnished by the Customer to the delivering carrier.
3. The Customer must advise SOLERAS Advanced Coatings in writing of any claim for apparent defects, damage or shortage within three (3) days following the delivery, and must describe with particularity the shortage, defect or damage referenced in the complaint.
4. Claims for hidden or latent defects must be made in writing within twelve (12) months following the delivery, and within three (3) days following their discovery.
5. The Customer shall give SOLERAS Advanced Coatings every opportunity of inspecting and remedying goods identified as defective under Article 4.3 or 4.4.
6. The Customer shall not destroy any defective goods until SOLERAS Advanced Coatings has given its written consent.
7. The Customer shall not return any defective goods without SOLERAS Advanced Coatings' prior written consent.
8. SOLERAS Advanced Coatings warrants that the materials, equipment, supplies, and/or services provided hereunder shall conform to the contract specifications. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
9. The warranty is given for a period of twelve (12) months from date of delivery and shall apply only to defects appearing during normal use under the conditions of operation provided for in the specifications. It does not cover defects arising from the Customer's faulty maintenance or from alterations carried out without SOLERAS Advanced Coatings' consent in writing, nor to defects arising from improper start-up by the Customer or from repairs carried out improperly by the Customer, nor does it cover deterioration caused by normal use.
10. Any rework, alteration or modification carried out by the Customer or at the Customer's request without the prior written agreement of SOLERAS Advanced Coatings, shall render the warranty void.
11. Any specifications, descriptions and illustrations that are not expressly listed in the contract do not bind SOLERAS Advanced Coatings and do not constitute, directly or indirectly, part of the contract with the Customer.
12. SOLERAS Advanced Coatings agrees to fulfill its obligations in good faith and with the required competence and care.

ARTICLE 5: Liability & indemnity

1. Under the conditions stated herein, SOLERAS Advanced Coatings will remedy any defects that reduce the usefulness of the goods or their performance and that result from a defective design, material or treatment, provided that SOLERAS Advanced Coatings shall not be liable to remedy any defect or damage caused as a direct or indirect result of adherence to specifications or drawings furnished by the Customer. SOLERAS Advanced Coatings may, in its unfettered discretion, elect to replace the defective goods in lieu of repair.
2. Subsequently, the same conditions and provisions as the ones which applied for the initially delivered goods, will apply for the repaired or replaced parts, provided that any warranty period shall not be extended.
3. The customer shall indemnify and hold SOLERAS Advanced Coatings harmless from and against any losses, costs, damages, claims, and liabilities incurred by the Customer in connection with the transportation, storage, sale, or service of the goods by the Customer, or other acts of the Customer giving rise to third-party claims against SOLERAS Advanced Coatings, including, but not limited to improper storage or handling, abnormal use, unapproved modification, climatic conditions, defects in material furnished to SOLERAS Advanced Coatings by the Customer, defects in any design, specifications, or instructions furnished or specified by the Customer (including but not limited to any violation of applicable law or regulation).
4. SOLERAS Advanced Coatings shall not be liable for consumables, wear parts, second hand material or spare parts.
5. SOLERAS Advanced Coatings' liability does not apply to sputter targets. SOLERAS Advanced Coatings shall manufacture sputter targets only according to the specifications agreed upon by SOLERAS Advanced Coatings. SOLERAS Advanced Coatings shall provide a certificate of conformity for each sputter target, certifying that the specifications are met.
6. WITHOUT PREJUDICE TO THE ABOVE, THE LIABILITY OF SOLERAS ADVANCED COATINGS FOR DAMAGES ARISING FROM THE DELIVERED GOODS OR SERVICES IS IN ANY CASE AND EVEN IN CASE OF GROSS NEGLIGENCE BY SOLERAS ADVANCED COATINGS, LIMITED TO THE AMOUNT OF THE CONTRACT, I.E. THE PRICE OF THE GOODS TO BE DELIVERED OR SERVICES PROVIDED, TO THE EXCLUSION OF ANY OTHER INDEMNIFICATION. SOLERAS ADVANCED COATINGS WILL ON NO ACCOUNT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF PROFITS, PRODUCTION DECREASE, INCREASED PRODUCTION COSTS, DECREASE IN TURNOVER, DAMAGES SUFFERED BY THIRD PARTIES, DAMAGE TO OTHER PROPERTY, AND IN GENERAL ANY KIND OF CONSEQUENTIAL OR INCIDENTAL DAMAGE.

7. In case of the Customer's resale of the goods, processed or otherwise, the Customer agrees to indemnify SOLERAS Advanced Coatings against any claims or damages of third parties for which SOLERAS Advanced Coatings would be liable, including if and to the extent they exceed the amount stipulated in Article 5.6.
8. Without prejudice to the above, the law of the place of the Customer's registered office shall govern the liability of SOLERAS Advanced Coatings for bodily injury caused by the defective goods or services, unless this place is in the United States of America, in which case Belgian law shall prevail.
9. The Customer will immediately inform SOLERAS Advanced Coatings if it has reason to believe a patent may be infringed by the delivered goods. If a patent infringement claim is brought against the Customer due to the offer, import, storage, sale and/or use of the goods of SOLERAS Advanced Coatings, the Customer shall immediately inform SOLERAS Advanced Coatings in writing thereof, and shall allow SOLERAS Advanced Coatings to take over the defense in the proceedings. If the Customer, by virtue of a final judgment for patent infringement by the goods delivered by SOLERAS Advanced Coatings, is ordered to pay damages, SOLERAS Advanced Coatings' payment obligation to the customer shall be limited to the sales price paid by the Customer for the infringing goods that were delivered to him during the last six (6) months preceding the summons. SOLERAS Advanced Coatings does under no circumstances assume any liability or responsibility for any extraordinary use or special application that the Customer or a third person makes of the delivered goods and that may infringe any rights of third parties. Moreover, SOLERAS Advanced Coatings cannot be held liable for infringements of a patent that was unknown to SOLERAS Advanced Coatings but of which the Customer was aware, nor where such infringement is the direct or indirect result of any specification, drawing or other direction provided by Customer to SOLERAS Advanced Coatings.

ARTICLE 6: Conditions for assembly, start-up, repair work & after-sales servicing

1. Unless otherwise agreed, conditions prerequisite to assembly and any repair work are as follows:
 - the work will not be carried out on sites or circumstances deemed by SOLERAS Advanced Coatings to be unhealthy or dangerous;
 - any equipment, consumable stores, standard assembly equipment and other needed materials (such as water, energy, air ...) will be available to SOLERAS Advanced Coatings at the time and place indicated in the contract (or promptly made conveniently available in the case of repair work) and, unless otherwise agreed, provided free of charge to SOLERAS Advanced Coatings;
 - the Customer will provide SOLERAS Advanced

- Coatings (free of charge unless otherwise agreed) with closed or guarded premises on or near the site as a protection against theft and deterioration of the equipment and tools required for the work, and of the clothing of SOLERAS Advanced Coatings' employees.
2. If the conditions described in Article 6.1 have not been met, and the circumstances resulting from such absence are such that it would be unreasonable to require SOLERAS Advanced Coatings to proceed with the work, then SOLERAS Advanced Coatings may, without prejudice to its rights under the contract, refuse to commence assembly, start-up or any repair work.
3. The Customer shall promptly and in any event not later than the formation of the contract notify SOLERAS Advanced Coatings in full of the safety regulations in effect on the site where the work will be done.
4. If the Customer requests that assembly, start-up and/or repair work be carried out by the workforce engaged by SOLERAS Advanced Coatings, the Customer shall promptly alert these workers to any particular hazards, and notify them of any special safety instructions applicable on the site. The Customer shall immediately inform SOLERAS Advanced Coatings in writing of any breaches of these regulations by the workforce engaged by SOLERAS Advanced Coatings, and may forbid persons guilty of such breaches entry to the site.
5. The Customer shall not be entitled to use SOLERAS Advanced Coatings' employees on any work unconnected with the subject/matter of the contract without SOLERAS Advanced Coatings' prior written consent. If SOLERAS Advanced Coatings so consents, it shall not be under any liability in respect of such work or any other conduct of such employees, and the Customer shall be responsible for the safety and well-being of SOLERAS Advanced Coatings' employees while employed on such work and shall at all times maintain adequate and appropriate insurance coverage.
6. Charges payable by the Customer for work performed by SOLERAS Advanced Coatings' employees at the Customer's request:
 - the traveling expenses incurred by SOLERAS Advanced Coatings in respect of its employees and the transport of their instruments and personal effects (within reasonable limits) in accordance with the specified method and class of travel specified in the contract or as otherwise agreed;
 - the living expenses, including any daily or other appropriate allowance, of SOLERAS Advanced Coatings' employees during absence from their homes including non-working days and holidays;
 - time worked at the agreed rate, it being understood that overtime and work on holidays and at night will be charged at the special rates mentioned in the contract;
 - time necessarily spent on:

- preparation and formalities incidental to the outward and homeward journeys;
 - the outward and homeward journeys;
 - daily travel between the lodgings and the site;
 - waiting when work is prevented by circumstances for which SOLERAS Advanced Coatings is not responsible under the contract;
 - any taxes or dues levied in the country where the work takes place in respect of any invoice payable to SOLERAS Advanced Coatings.
7. Interruption of work:
If the work is interrupted by reason of an event or a cause for which SOLERAS Advanced Coatings is not responsible:
- the Customer is entitled to send home SOLERAS Advanced Coatings' staff, but in this case the Customer shall pay the expenses resulting therefrom;
 - SOLERAS Advanced Coatings is entitled to recall its staff at the expense of the Customer if the interruption of work exceeds two weeks;
 - if SOLERAS Advanced Coatings' staff is sent home or recalled, the contract is not terminated and its fulfillment is merely suspended until the Customer has required the return of SOLERAS Advanced Coatings' staff to the site by giving at least one month's notice or otherwise as may be agreed between Customer and SOLERAS Advanced Coatings.
8. If SOLERAS Advanced Coatings so requires, upon reasonable request, the Customer shall make available to SOLERAS Advanced Coatings in due time and free of charge such skilled and unskilled labor as is provided for in the contract and, within reasonable limits, any additional unskilled labor required, even if not provided for in the contract.
9. SOLERAS Advanced Coatings shall for a period of 10 years from the date of the contract make reasonable efforts to provide at reasonable prices to the Customer:
- technical support for the delivered equipment;
 - spare parts manufactured by SOLERAS Advanced Coatings to its own drawings.

ARTICLE 7: Take-over of assembly, start-up or repair work on machines or installations (the work)

1. As soon as the work has been completed in accordance with the contract and has been accepted without any defect having been found for which SOLERAS Advanced Coatings is responsible, the Customer shall be deemed to have accepted the work. The Customer shall thereupon issue a certificate (herein called an "acceptance certificate") in which it shall certify the date on which the work was accepted.
2. If the Customer does not take the steps necessary for the issuing of such acceptance certificate, the work shall be deemed to have been accepted, and a written notice to that effect may be given by SOLERAS Advanced Coatings to the Customer.
3. If by reason of difficulties encountered by the

Customer it becomes impossible to proceed to take over the work, the work shall be considered as accepted nonetheless six months after start-up or of delivery "Ex Works" for assemblies, and three months from completion of repair work.

4. In cases where machines and installations are assembled and/or started up by the Customer, the equipment shall be considered to be taken over at the moment of delivery.

ARTICLE 8: Molds, tools & dies

1. If the Customer pays SOLERAS Advanced Coatings, as a separate charge (excluding set-up or template charges), for molds, tools or dies (hereinafter called tools) engineered, designed and/or specified for the production of the products included in this order, then:

- (a) Such tools shall be limited in use to the Customer's requirements, except with the Buyer's permission.
- (b) Such tools that are under SOLERAS Advanced Coatings' control, shall be kept in a reasonably good state of preservation for the useful life of such tools, or for a period of one (1) year from the date that the tools were last used in production for the Customer, whichever, period shall first expire. Such tools may be disposed of by SOLERAS Advanced Coatings in any manner, unless some other disposition is mutually agreed upon in writing within 30 days after the expiration of such period.
- (c) Payments by Customer of charges for such tools vest no rights, title or interest in the Buyer other than as set forth in this Article.
- (d) SOLERAS Advanced Coatings assumes no patent responsibility on such tools and the Customer agrees to hold SOLERAS Advanced Coatings harmless against any and all claims arising from subsequent use or sale of such tools.

ARTICLE 9: Liability for personal injury & damage to property by personnel of SOLERAS Advanced Coatings during assembly and repair work on site

1. It is expressly agreed that the Customer shall have no claim for personal injury or for damage to property arising after acceptance, unless it is shown from the circumstances of the case that SOLERAS Advanced Coatings has been guilty of gross misconduct.
2. "Gross misconduct" does not comprise any and every lack of proper care or skill, but means an act or omission on the part of the personnel of SOLERAS Advanced Coatings implying either a failure to pay regard to serious consequences that a conscientious contractor would normally foresee as likely to ensue, or a deliberate disregard of any consequences of such act or omission.
3. For personal injury or damage to property occurring before all the work has been accepted, SOLERAS Advanced Coatings' liability shall be determined as follows:

- (a) SOLERAS Advanced Coatings shall at its own expense make good any loss or damage to the equipment on which the work is performed during the execution of the work, but only to the extent such loss or damage is caused by an act or omission of SOLERAS Advanced Coatings, and was not at the direction of the Customer.
 - (b) For damage to the Customer's property other than the equipment on which the work is performed, SOLERAS Advanced Coatings shall indemnify the Customer to the extent that such damage was caused by SOLERAS Advanced Coatings' negligence.
 - (c1) For personal injury, the respective liability of the Customer and of SOLERAS Advanced Coatings towards the injured person shall be governed by the law of the country where the injury occurred;
 - (c2) If the injured person brings a claim against the Customer, SOLERAS Advanced Coatings shall indemnify the Customer against such claim to the extent of SOLERAS Advanced Coatings' negligence;
 - (c3) If the injured person brings a claim against SOLERAS Advanced Coatings, the Customer shall, to the extent permitted by the law of the country where the injury occurred, indemnify SOLERAS Advanced Coatings against such claim except to the extent of SOLERAS Advanced Coatings' negligence.
 - (d) In respect of damage to property of third parties, the provisions of sub-paragraph (c.1,2,3) hereof shall apply *mutatis mutandis*.
 - (e) The provisions of this paragraph concerning the liability of the parties to the contract shall also apply to their respective employees. However, in case of additional labor furnished by the Customer under Article 6.7, SOLERAS Advanced Coatings shall be liable in respect of its orders and instructions only if they were substantially incorrect.
4. In order to exercise its rights under sub-paragraphs (c.1,2,3) or (d) of Article 8 paragraph 3, the party against whom a claim is made must notify the other party of such claim in writing and must permit the other party, if the other party so wishes, to conduct all negotiations for the settlement of such claim and to act in its stead or, to the extent permitted by the law of the country where the action is brought, to join in such litigation.

Customer is not entitled to reduce the invoice amounts of SOLERAS Advanced Coatings, or to offset invoices of SOLERAS Advanced Coatings with amounts that are claimed by the Customer for any reason whatsoever.

- 2. Subject to any other remedy available to SOLERAS Advanced Coatings, any invoice or part thereof which is not paid on its due date shall from the next day bear interest, automatically and without prior notice, at the lower of the reference rate plus seven (7) percentage points and rounded to the next higher half percentage point; or the maximum rate permitted by law. The reference rate shall be the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question. Furthermore, any other outstanding invoice of the Customer shall become due immediately at that moment and SOLERAS Advanced Coatings shall be entitled to suspend the performance of any current contracts without prior notice.
- 3. Any amount which is unpaid on its due date shall be increased, by right and without notice, by a fixed amount, payable as liquidated damages for administrative costs caused by recovery measures and not as a penalty, equal to ten percent (10 %) of the unpaid amount.
- 4. In case of non-payment within one (1) month following the due date, SOLERAS Advanced Coatings may terminate any open and outstanding warranties and also any unperformed or partially performed contract between SOLERAS Advanced Coatings and the Customer by notifying the Customer by registered letter, which termination shall take effect on the day of its sending. Customer shall, however, remain liable for such non-payment and for SOLERAS Advanced Coatings' cost of enforcing its rights, including reasonable attorneys' fees.
- 5. SOLERAS Advanced Coatings is entitled to require security for payment, at its own discretion and to its satisfaction. If SOLERAS Advanced Coatings has serious doubts about the solvency of the Customer, or if the Customer does not provide satisfactory security, SOLERAS Advanced Coatings is entitled:
 - a) to suspend any further deliveries or services to the Customer under the current contracts;
 - b) to take, with regard to the goods already shipped, any measures required to prevent the goods from coming into the possession of the Customer and to secure the rights of SOLERAS Advanced Coatings.
- 6. Any advance payment by the Customer will be deemed to be an installment payment and will not be deemed to be a guarantee deposit.

ARTICLE 10: Payment & security

- 1. All invoices are payable at the place, time and under the conditions stipulated in the order confirmation or invoice. Unless otherwise stated, the payment must reach SOLERAS Advanced Coatings before the thirtieth (30th) day of the month following the invoice date. Unless agreed upon otherwise, payment shall be made in U.S. dollars.

ARTICLE 11: Retention of title

- 1. The delivered goods shall remain the property of SOLERAS Advanced Coatings until the invoice is fully paid or until the check for payment or the bill of exchange, issued in payment of the invoice, has

cleared. The same applies in case of partial deliveries and partial payments. In case of continuous business relations, the retention of title applies vis-à-vis any delivery until the current account balance has been settled.

2. Notwithstanding the above, the risk of loss passes to the Customer at the time of delivery of the goods.
3. As far as possible under the applicable law, the retention of title also applies for delivered goods that are subsequently transferred to third parties. If pursuant to the law, the retention of title cannot be retained with the transfer of the goods to third parties, the Customer shall, at the request of SOLERAS Advanced Coatings, transfer to SOLERAS Advanced Coatings all claims that the Customer has on the acquirer of the goods.

SOLERAS Advanced Coatings agrees not to collect these claims to the extent that the Customer meets its payment commitment hereunder.

4. As far as possible under the applicable law, the retention of title also applies for delivered goods that are transformed into other goods.

The transformation of the goods to which the retention of title applies is carried out for the account of SOLERAS Advanced Coatings.

If the goods with retention of title are transformed with other goods not belonging to SOLERAS Advanced Coatings, SOLERAS Advanced Coatings acquires the co-ownership of the new goods in the proportion of its share in the goods with retention of title, calculated on the total value of the new goods.

ARTICLE 12: Subcontracting

SOLERAS Advanced Coatings is permitted to completely or partially contract out the manufacturing of the goods or the provision of services.

ARTICLE 13: Force majeure

1. Neither party shall be held liable or deemed to be in default hereunder if prevented from performing its obligations by reason of *force majeure*, defined as any unavoidable cause or circumstances beyond its control or the control of its supplier, including, but not restricted to, strikes, fires, earthquakes, war, revolution, lock-outs, loss or unavailability of usual sources of transportation, fuel, labor, supply, materials, or power priorities, machine breakdown, epidemics, acts of enemies, hostilities, acts of terrorism, insurrection, acts of God or acts of any government.
2. The party wishing to claim relief shall notify the other party in writing without delay following inception (and on the cessation) of the said circumstances.
3. The effects of the said circumstances, so far as they affect the timely delivery by SOLERAS Advanced Coatings, are defined in Article 3.

ARTICLE 14: Price revision

1. In case the manufacturing of the goods is suspended at the request of the Customer or due to the inaccuracy or the impreciseness of the instructions of the Customer, or in case of modification of any specification after the order confirmation, or in case of *force majeure*, any price given by SOLERAS Advanced Coatings may be increased in order to cover for any additional costs incurred by SOLERAS Advanced Coatings.
2. The Customer will pay, or reimburse SOLERAS Advanced Coatings, for any costs and charges relating to letters of credit, the transfer of moneys to SOLERAS Advanced Coatings and the issuing of any shipping document.
3. After notification to the Customer, SOLERAS Advanced Coatings is at all times entitled to revise a price in order to cope with an increase of labor costs, material, energy or other manufacturing and transport costs.

ARTICLE 15: Confidential information

Any specification, drawing, technical description and data, accompanying the price offer made by SOLERAS Advanced Coatings or delivered to the Customer within the framework of the contract, is confidential. The Customer agrees not to reveal this information to any third parties without the prior written authorization of SOLERAS Advanced Coatings and to use this information solely for contractual purposes. Nothing in this Article 14 will prevent SOLERAS Advanced Coatings from delivering goods or services to third parties or to make a price offer, that are similar to or that aim at achieving the same result as the goods or services delivered under the present contract.

ARTICLE 16: Cancellation of the order

No order placed by the Customer and accepted by SOLERAS Advanced Coatings shall be cancelled or modified by the Customer without the express authorization in writing by SOLERAS Advanced Coatings. In that case, the Customer will be held liable for any loss (including loss of profit), damages and costs, suffered and made by SOLERAS Advanced Coatings pursuant to said cancellation or modification of the order. The loss of profit in case of cancellation of the order is agreed by Customer to be at fifty (50) percent of the price for the order.

ARTICLE 17: Jurisdiction & applicable law

1. All sales are governed by and interpreted in accordance with the substantive law of the State of Maine, with the exception, however, of the issues mentioned in the Articles 5.8, 8.3(c), and 8.4, which are governed by the law of the place stated in those paragraphs.
2. The Convention of Vienna relating to International Sales (1980) is not applicable to any agreement between SOLERAS Advanced Coatings and the Customer.

3. Any dispute concerning the validity, the interpretation and the performance of the general conditions of the sale of goods and/or related service shall be determined by a state or federal Court in the City of Portland, County of Cumberland, and State of Maine and the Customer submits to the jurisdiction of such court.

ARTICLE 18: Severability

In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

ARTICLE 19: Binding effect, assignment

The contract included herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign any rights or claims, or delegate any duties under the contract, in whole or in part, without the prior written consent of SOLERAS Advanced Coatings, which may be withheld at SOLERAS Advanced Coatings' sole discretion.