

Offer and Acceptance. This document contains the entire terms and conditions that REVA agrees upon. REVA does not accept different or additional terms or conditions, purchase order or other document of the Buyer, therefore different or additional terms shall be effective or binding upon REVA unless agreed to in writing and signed by an officer of REVA. If the Buyer issues a purchase order, that document will be for the Buyer's internal purposes only. REVA does not accept terms and conditions other than those contained in this document, unless agreed to in writing and signed by an officer of REVA.

Quotations and Lead-times. Quotation and lead-times are based on customer supplied 3D CAD files and drawings. Should customer request changes to mold or part design and/or tolerances once tooling has started additional cost and time may be incurred. Adjustments will be sent to customer in writing for approval prior to resuming. Quoted tooling lead-times are from the date of which the REVA supplied 2D tool layout drawings are approved by Buyer. Quotes are valid for 30 days, after which pricing may be subject to change.

Prices and Terms of Payment. All prices are quoted and all payments shall be made in U.S. Dollars. All Tooling projects require a non-refundable 50% (tooling only) deposit. The remaining 50% of tooling balance is required at the receipt of T1 parts (first parts from mold). Tooling balance must be received prior to customer driven tool modifications or customer driven design changes, subsequent sample runs and production part orders. Credit terms do not apply to tooling payments. REVA at their discretion may offer net 30 terms with suitable credit references and history.

Warranties, Liability, Workmanship. REVA assumes no responsibility for the design of the goods that are the subject of this transaction. To the extent that REVA's personnel recommend design modifications or provide design analysis, simulation or advice, they do so to help meet the requirements of REVA's own manufacturing process. These recommendations should be reviewed and verified (by Buyer) prior to beginning the tool making process. All recommendations do not have guaranteed results in molded parts but are used as general practice. Buyer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction. REVA will, to the best of its ability, provide a molded part representative of the Buyer supplied 3D CAD geometry that conforms to Buyer requested dimensions and tolerances specified on Buyer supplied 2D drawings. This work is done on a "best effort" basis. REVA is not responsible for incorrect, inaccurate or unaccommodating specifications or desired secondary operations

specified by Buyer either verbally or on Buyer supplied 2D drawings. REVA does not assume any liability for intent of use, regulation, license, or misuse of existing intellectual property including patent infringement, copyright or trademark infringement or other legal conditions that are the responsibility of the products originator or financially responsible party.

Materials. REVA assumes no responsibility or liability for the selection of any materials for the goods that are the subject of this transaction. Buyer is solely responsible for ensuring that materials selected for goods to be manufactured by REVA meet any regulatory requirements or specifications including but not limited to Directive 2002/95/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) together with any national legislation implementing such Directive, ISO, FDA, UL, CSA, CE, TUV, FCC, NSF, and USP. Any statements made by REVA personnel or specifications provided by REVA regarding materials should be verified by Buyer with the manufacturer of that material.

Governing Law; Jurisdiction. The rights and obligations of REVA and the Buyer under this contract shall be governed by the laws of the State of California (without regard to principles of conflict of law), including the California Uniform Commercial Code. Any suit, action or other legal proceeding arising out of or relating to this transaction shall be brought in a court of record in San Diego County, California or in the courts of the United States located in such county.

Indemnification. Buyer shall defend, indemnify and hold harmless REVA (and its employees, representatives and agents) from and against all claims, liabilities, losses, damages, penalties, fines and sanctions of any kind (including, without limitation, interest, attorneys' fees and expenses, fines, taxes, penalties or any other governmental sanctions of any kind) (i) resulting from or arising out of any breach of any representation, warranty or covenant of Buyer or its affiliates hereunder; (ii) if Buyer has supplied REVA with drawings, designs or other specifications for the goods or services, arising out of any assertion that any goods manufactured by REVA (or the act of manufacturing such goods) according to those drawings, designs or other specifications infringe or misappropriate any patent, copyright, trade secret or other proprietary right; (iii) otherwise arising out of or related to this transaction; or It is specifically understood that Buyer shall indemnify and defend REVA and hold REVA harmless from claims that REVA was itself negligent or otherwise at fault.

Force Majeure. REVA shall not be liable for any failure to manufacture, deliver or provide, or for any delay in the manufacture, delivery of, any goods to be provided if such failure or delay is caused by acts of God, fire, storm, earthquake, strikes, blackouts, labor disputes, riots, inability to obtain materials, equipment, labor or transportation, governmental restrictions, serious public health nuisance or any similar cause over which REVA is unable to exercise control.

Tooling/Molds. Molds, Mold Inserts and/or Mold components that are considered property of Buyer are available at any time to Buyer, given that financial obligations have been satisfied. Molds that are available for pickup, delivery and/or export are at Buyer's discretion and at Buyer's expense. A request in writing is required for the release of Molds and/or Mold components to either Buyer or specified Buyer agent. Molds and/or inserts that go unused for greater than twelve (12) months will be subject to monthly storage fees.

Injection Mold Inserts: Insert cavities, Insert cores, slide faces, hand-loaded cores and part specific elements of the ejection system are considered property of Buyer

Complete Injection Molds: Mold base, cavities, cores, pocketed molding plates, support plates, pins, internal plumbing and injection related components are considered property of Buyer.

Lifetime Tool Warranty: REVA Plastics, molds are guaranteed for the lifetime of the project. REVA Plastics will maintain, adjust, repair or replace molds for the life of the project. Lifetime mold warranty is valid only when REVA or its appointed suppliers are in possession of molds. Warranty is void if molds are removed from REVA facilities or its appointed suppliers facilities for any reason, unless prior agreement has been submitted to REVA in writing and approved by REVA. Injection mold insert cavities, insert cores, slide faces, hand-load inserts and part specific elements of the ejection system are considered property of Buyer. Mold base, pocketed molding plates, support plates, guide pins, sprue, bushings, internal plumbing and injection related components are considered property of REVA. Mold inserts and/or Mold components that are considered property of Buyer are available at any time to Buyer, given that financial obligations have been satisfied. These components are available for pickup or delivery at Buyer's discretion and at Buyer's expense. A request in writing is required for the release of components to either Buyer or specified Buyer agent.