

THESE ARE THE TERMS AND CONDITIONS ON WHICH MIRACLON WILL SUPPLY THE CUSTOMER WITH THE

Orders for Consumables may be subject to minimum order values, quantities and maximum frequency.
2.3. All orders shall be placed via the Miraclon online ordering process, where available. If online or

- 6.3.1.4. Any Parts due for return will be packaged by the Customer and Miraclon shall arrange collection of these Parts. If the Customer does not allow pick up of these Parts within fourteen (14) days, then Miraclon shall charge the Customer for the equivalent price of the Parts due for return at Miraclon's then current rates.
- 6.3.2. Restrictions.
- 6.3.2.1. Customer's employees. The Customer shall not permit any other persons to provide maintenance or support for the Equipment and/or the Software where Miraclon is providing Support Services, unless the individual providing maintenance or support is (i) a Certified Maintenance Technician or Certified Operator, or (ii) instructed by Miraclon. Notwithstanding the foregoing, in no case shall the Customer permit any of its employees or contractors or other persons to provide maintenance or support for the laser components of the Equipment.
- 6.3.2.2. Improper use of the Products; Environmental Conditions. Miraclon shall not be liable for resolving problems relating to (i) improper use of the Equipment and/or the Software for which Miraclon is providing Support Services, (ii) the configuration of the Site, including the Customer's network, (iii) environmental conditions, or (iv) operation of or use of the Equipment in a manner that has caused premature wear or failure of components that in Miraclon's reasonable judgment is beyond the "normal wear and tear" of the Equipment.
- 6.3.2.3. Consumables use. The Customer is expected to provide updated Consumables forecasts, on a quarterly basis for the following three (3) and six (6) month periods, for all Consumables. Miraclon shall not be responsible for resolving any problems caused by operation or use of the Equipment with the consumables not qualified by Miraclon for use with the Equipment or with the consumables for which the Equipment is not designed or configured to operate/be used with (e.g. regarding plate type and size).
- 6.3.2.4. Software Updates and Upgrades. Miraclon shall not be responsible for any hardware upgrades that are necessary with regard to the Software Updates and Software Upgrades.
- 6.3.2.5. Relocation of the Equipment. Any Equipment under a Support Plan or Software Support License that is moved to a different location

or electrical stress, (vii) improper storage or the use of unauthorized chemistries or processing equipment, or (vii) any cause other than ordinary use. Any further conditions or warranties (whether express or implied by Applicable Law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, or fitness for any particular purpose, are expressly excluded.

9.9. Subject to the provisions of Section 10.1, any further conditions or warranties (whether express or implied by Applicable Law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, or fitness for any particular purpose, are expressly excluded.

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14. Confidentiality.

14.1. The Receiving Party shall use Confidential Information received solely for the purposes of performing its obligations in accordance with the terms of the Agreement and these Miraclon T&C's.

14.2. The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professionalT

(iv) carry out its obligations through Miraclon affiliates without restriction.

18.3. Force Majeure. Neither Party is liable to the other Party for losses, damage, detention, or delays, or will be responsible if its performance becomes commercially impracticable, due to causes beyond the reasonable control of that Party, including without limitation strike, lockout, labor disputes or shortages, riot, revolution, mobilization, war, epidemic, pandemic, transportation difficulties, difficulties in obtaining necessary materials, manufacturing facilities, or transportation, working difficulties, machine breakdowns, accidents, fires, floods or storms, failure of suppliers, acts of God, sabotage, civil unrest, government imposed restrictions or embargoes, acts of civil or military authority, Applicable Law, inability to obtain material, hardware or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by the other Party or third parties (collectively "**Force Majeure**"). In the event of delay in performance due to Force Majeure, any dates set out in the Agreement,