CHEMCUBED Jettable Solutions.™
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TERMS AND CONDITIONS FOR SERVICES

These Terms apply to and are incorporated by reference into every quotation, proposal, statement of work, order acknowledgment and invoice for printing, laboratory and related services issued by Chem3 LLC dba ChemCubed ("ChemCubed") to its customer ("Customer").

1. **Scope; Order of Precedence.** These Terms govern all services performed by ChemCubed for Customer, including contract printing, prototyping, printed-electronics fabrication, materials testing and characterization, ink, formulation and process development, feasibility studies and technical consulting (the "Services"), and all parts, samples, prototypes, data and reports provided (the "Deliverables"). The Services are described in ChemCubed's quotation, proposal or statement of work (each an "SOW"). If an SOW conflicts with these Terms, the SOW controls. ChemCubed shall not be bound by any additional or different terms in Customer's purchase order or other communications, including government contract clauses, unless specifically agreed to by ChemCubed in writing.

2. **Proof of Concept.** Unless the SOW expressly states otherwise, all Services and Deliverables are proof-of-concept, research and evaluation work only. Deliverables are not qualified or certified for production, flight, medical, life-safety or any other critical use, and Customer is solely responsible for all testing, qualification and decisions regarding their use.

3. **Orders and Changes.** An order becomes binding only upon ChemCubed's written acceptance or commencement of work. Changes to scope, files, specifications, materials, quantities or schedule require ChemCubed's written agreement and may change the price and schedule. Work outside the SOW requires a new or amended SOW.

4. **Customer Responsibilities and Materials.** Customer shall provide the files, designs, specifications, samples, substrates and information required for the Services and is solely responsible for their accuracy, completeness, suitability and lawful use. ChemCubed may rely on them without independent verification. Samples must be accompanied by their Safety Data Sheets and any known hazards, and ChemCubed may decline any sample or material in its discretion. ChemCubed is not responsible for Customer materials consumed, altered, damaged or lost in processing, set-up or testing.

5. **Payment.** Unless the SOW states otherwise, all fees are payable in full in advance, and work begins only upon receipt of payment. Payment by credit card may be subject to a surcharge, which will not exceed ChemCubed's cost of card acceptance or applicable card network limits and will be shown before payment is made. No surcharge applies to debit card, ACH, wire or check payments. Any amount not paid within thirty (30) days after its due date bears a **FINANCE CHARGE OF ONE AND THREE QUARTERS (1¾) PERCENT PER MONTH COMPOUNDED MONTHLY**, or the maximum legal rate if lower, and ChemCubed may suspend Services until paid. Fees exclude taxes, shipping, insurance and duties, which are payable by Customer. Travel for on-site work is billed at cost.

6. **Cancellation.** Fees are non-refundable once work has begun. If Customer cancels before work begins, ChemCubed will refund prepaid fees less the cost of any materials, substrates or inks procured or prepared for Customer.

7. **Delivery; Risk of Loss.** Deliverables are shipped F.O.B. ChemCubed's facility (Nesconset, NY) at Customer's expense unless the SOW states otherwise, and risk of loss passes to Customer upon delivery to the carrier. Reports and data may be delivered electronically. Deliverables are final upon delivery.

8. **No Warranty. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CHEMCUBED MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, RESULTS, QUANTITY, YIELD, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT WARRANT THAT ANY SERVICE WILL ACHIEVE ANY PARTICULAR OUTCOME.** Results and data apply only to the specific samples and conditions tested. Variation in appearance, dimensions, electrical properties and registration is inherent in printing and development work. No warranty claims, re-performance, refunds or credits are available; any further work requires a new SOW.

9. **Limitation of Liability. IN NO EVENT SHALL CHEMCUBED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PRODUCTION DOWNTIME OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** ChemCubed's total liability arising out of or in connection with the Services or Deliverables shall not exceed the fees actually paid by Customer under the SOW giving rise to the claim.

10. **Intellectual Property.** Customer retains all rights in the designs, files, data, samples and materials it provides ("Customer Materials"). Upon full payment, Customer owns the physical Deliverables and the reports and data generated specifically for Customer under the SOW. ChemCubed retains all rights in its inks, materials, formulations, printers, software, print parameters, processes, methods, know-how and pre-existing intellectual property, and in any improvements, formulations, processes and inventions developed in the course of the Services ("ChemCubed IP"), unless the SOW provides otherwise. No license to ChemCubed IP is granted except the right to use the Deliverables for Customer's internal purposes. Customer shall not analyze or reverse engineer ChemCubed materials or formulations.

11. **Confidentiality.** Confidentiality obligations apply only as set out in a non-disclosure agreement signed by both parties or in the SOW. Absent such an agreement, neither party has any confidentiality obligation with respect to information exchanged, and

Customer should not provide confidential information without one. Customer shall not use ChemCubed's name or results in advertising, or represent them as an endorsement or certification, without ChemCubed's written consent.

12. **Indemnity.** Customer shall indemnify, defend and hold ChemCubed harmless from and against all claims, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of Customer Materials, including any claim that Customer Materials or Deliverables made to Customer's designs or specifications infringe a third party's intellectual property rights, and out of Customer's use of the Deliverables.

13. **Export Control.** Customer shall notify ChemCubed in writing before providing any technical data, designs or items controlled under the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR), and ChemCubed may decline to accept them. Customer is responsible for the export classification and lawful export of Deliverables made to its designs.

14. **Samples, Materials and Records.** ChemCubed has no obligation to retain samples, Customer Materials, Deliverables, residues, files or data. Any return of samples or unused Customer Materials must be requested in writing in advance, in the SOW or before the samples or materials are delivered to ChemCubed, and is at Customer's expense; otherwise ChemCubed may retain or dispose of them in its discretion. Unused inks, chemicals and other materials supplied by ChemCubed in performing the Services are not residues of Customer's samples and remain the property of ChemCubed unless purchased by Customer, and their use or disposal is at ChemCubed's discretion.

15. **Force Majeure.** ChemCubed shall not be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including equipment failure, supply shortages, labor disputes, epidemics, governmental action, fire, flood or other natural disaster, and the schedule will be extended accordingly.

16. **Governing Law; General.** These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws rules. Any action arising out of these Terms or the Services must be commenced within one (1) year after the cause of action accrues, in the state or federal courts located in Suffolk County, New York, and Customer consents to that jurisdiction and venue. ChemCubed is entitled to reasonable attorney's fees and costs in any action to enforce these Terms. ChemCubed performs the Services as an independent contractor. If any provision is held invalid, the remainder remains in effect.