1. ACCEPTANCE: An IPG Photonics Corporation (“IPG”) purchase order (“PO”) constitutes IPG’s offer to purchase the products (“Products”) and/or services (“Services”) described thereon (collectively, “Deliverables”) from supplier of such products and/or services (“Seller”) in accordance with (i) the following terms and conditions and (ii) any additional terms and conditions printed on the face of the PO that do not conflict with such following terms (collectively “the Agreement”). All other terms and conditions which are contained in Seller’s sales quotation, order acknowledgment, acceptance or any other Seller documents (collectively, “Seller’s Documents”) are hereby expressly rejected and superseded by the Agreement. Seller shall not be bound by IPG to object to any provisions in Seller’s Documents shall not be deemed acceptance thereof, nor a waiver of any terms of the Agreement. Seller shall be deemed to accept the Agreement upon the earlier of (i) acceptance or acknowledgement of the PO whether orally, in writing or otherwise or (ii) commencement of performance of Seller’s obligations under the Agreement. The Agreement may only be amended or superseded by an express written agreement signed by a duly authorized representative of IPG.

2. DELIVERY AND PRICING: Time is of the essence, and deliveries shall be made both in quantities and at times specified in IPG’s PO. All prices shown on the face of this order are FOB destination specified in PO [INCOTERMS 2010], unless otherwise specified on the face of the PO, and are the entire remuneration for the Deliverables purchased hereunder. The product number and title shall pass to IPG upon receipt of products at IPG’s facility, unless stated otherwise on face of the PO. All sales, use, excise or similar taxes levied by and payable to a taxing authority as a result of the sale of products or services described herein shall be paid by IPG and must be itemized separately on invoices. Due date for undisputed invoices shall be net 30 days after the latest of (i) receipt of correct invoice, (ii) acceptance of conformity of Product or (iii) satisfactory completion of Services, unless stated otherwise on the face of the PO. IPG may adjust invoiced amounts for errors, shortages and defects. IPG may withhold payment pending receipt of evidence, in such form and detail as IPG may direct, of the absence of any liens, encumbrances and claims on the goods or services under the Agreement.

3. PRICE WARRANTY: Seller warrants that the prices specified herein for the Deliverables are not less favorable than those currently extended by Seller to its other customers buying the same or similar services in equal or similar quantities under similar circumstances. If, before delivery of the Deliverables, Seller reduces the prices for like goods or services currently charged to any of its other customers by a larger percentage than the price specified in this PO, Seller will reduce the price for the Deliverables to reflect such reduction.

4. WARRANTIES: Seller warrants that: (i) the Deliverables conform in all material respects to the specifications, design and quality (actual or substantially equivalent) stated thereon (collectively, “Specifications”); (ii) the Deliverables are free from defects in material and workmanship; (iii) the Deliverables will be delivered within the time specified on the face of a PO and shall be free of any intellectual property or other proprietary rights of others of any kind; (iv) the Deliverables will be packaged and shipped to the PO address in packaging which is suitable for the purpose intended; (v) the Deliverables will be delivered to Buyer at the place of delivery specified on the face of the PO; (vi) the Deliverables will be delivered in a condition free from any defects or imperfections inherent in ordinary commercial usage; (vii) the Deliverables will be delivered in a condition and state of quality and performance conforming to the Specifications; (viii) the Deliverables are delivered free and clear of all liens and encumbrances, including, without limitation, liens for labor, materials and services; and (ix) the Deliverables will be delivered free of all license and royalty obligations.

5. INABILITY TO DELIVER: In the event that IPG determines, in its sole discretion, that it cannot meet the delivery date specified on the face of the PO, Seller shall, at its expense, place the order with another source and ensure delivery as soon as it becomes aware that it cannot meet the delivery date.

6. PREVENTION OF DELAYS: Seller shall pay for all reasonable costs, expenses, damages, and losses incurred by IPG due to any failure to meet the delivery date.

7. ACCEPTANCE OF DELIVERABLES: IPG has the right to inspect the products at Seller’s site prior to delivery and to inspect the products at any reasonable time after delivery. Where IPG discovers defective or non-conforming Products, including errors in quantity, IPG, at its option, and without waiving its other legal remedies: (i) may require acceptance of the Products and require Seller, at its expense, to repair, replace or refund; (ii) may defend, indemnify and hold harmless IPG, its affiliated entities and customers and their respective directors, officers, employees, agents, subcontractors, and other representatives against any and all liability, economic loss, and foregone profits (collectively “Claims”) actually or proximately resulting from the failure of Products to conform to Seller’s warranties or representations or arising out of any act or omission of Seller (including negligence) directly or indirectly relating to the Agreement, the use or sale of the Products, whether alone or in combination, or Services performed pursuant to the Agreement. The foregoing includes without limitation any Claims relating to allegations, actions or proceedings for breach of contract, in tort (including negligence), intellectual property infringement, any statutory, regulatory or other legal claims, claims for bodily injury (including death) and damage to property arising out of any act or omission of Seller or its successors and customers. In addition to any other remedies that it may have, IPG may, at its option and at Seller’s expense, either: (i) return all defective or nonconforming Products for a full refund or full credit of the purchase price or (ii) demand replacement of the defective or nonconforming Products.

8. INTELLECTUAL PROPERTY: In exchange for consideration provided to Seller hereunder, IPG shall (i) have free title to and all ownership interest in the Products delivered including all uses thereof (except as provided above); (ii) own all intellectual property rights in any custom software, custom specifications and custom reports created as a result of Services performed under the Agreement and delivered to IPG which are hereby assigned to IPG, and (iii) own the copyright in any original works custom to IPG fixed in any tangible medium of expression created as a result of Services performed under the Agreement which are hereby assigned to IPG, and (iv) own the copyright in any medium of expression created as a result of Services performed under the Agreement which are hereby assigned to IPG. Seller agrees to execute any assignment, conveyance or any other assurance necessary to memorialize such transfers under this Section.

9. INTELLECTUAL PROPERTY INDEMNITY: Seller agrees to defend, indemnify and hold harmless IPG, its affiliated entities and customers and their respective directors, officers, employees, agents, subcontractors, and other representatives (for purposes of this Section 10, collectively “IPG”) from and any and all loss, damage, liability, cost (including reasonable attorneys’ fee), penalty or any other expense of whatever nature, economic loss, and foregone profits (collectively “Claims”) actually or proximately resulting from the failure of Products to conform to Seller’s warranties or representations or arising out of any act or omission of Seller (including negligence) directly or indirectly relating to the Agreement, the use or sale of the Products, whether alone or in combination, or Services performed pursuant to the Agreement. The foregoing includes without limitation any Claims relating to allegations, actions or proceedings for breach of contract, in tort (including negligence), intellectual property infringement, any statutory, regulatory or other legal claims, claims for bodily injury (including death) and damage to property arising out of any act or omission of Seller or its successors and customers. In addition to any other remedies that it may have, IPG may, at its option and at Seller’s expense, either: (i) return all defective or nonconforming Products for a full refund or full credit of the purchase price or (ii) demand replacement of the defective or nonconforming Products.

10. TECHNICAL INFORMATION DISCLOSED TO IPG: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to IPG in connection with the Products or Services covered by this Agreement.

11. PRODUCT CHANGES; ASSIGNMENT: Seller shall not change the Product specifications, manufacturing processes or sites and Seller shall not subcontract or assign the Agreement, or any portion, without IPG’s prior written approval, except for the purchase by Seller of standard commercial supplies or raw materials. Breach of the preceding sentence shall entitle IPG to terminate immediately the applicable PO, in addition to pursuing other remedies. Supplier shall not make any changes to the design (firmware, hardware or software) of any IPG Product which is not explicitly approved by IPG in writing. Seller’s failure to obtain any necessary government licenses, non-customized firmware and software where IPG and its customers are hereby granted a perpetual, fully paid up, royalty free license to use such firmware and software). (iii) The warranties herein contained are severable in all respects, and no breach of any warranty contained herein shall affect the validity of the remainder of the warranties herein contained. (iv) Seller warrants that Products ordered hereunder, including all components, are not infringing any intellectual property rights of others of any kind, (A) do not and will not infringe any patent, copyright, trademark, trade secret, unpublished information, make works, or any other intellectual or other proprietary rights of others of any kind, (B) are not infringing any patent, copyright, trademark, trade secret, unpublished information, make works, or any other intellectual or other proprietary rights of others of any kind, (C) will be the same for any use consistent with the disclosures of the parties, and (D) for a period of three (3) years from delivery to IPG, the Products will conform to all applicable specifications. Seller further warrants that the Services will be completed in a professional workmanlike manner, with the deliverables to be completed in accordance with the time and manner set forth in the PO. Seller agrees to deliver all Deliverables as ordered in the PO, and within a time frame from the date of the PO, and IPG reserves the right to cancel the balance of the scheduled deliveries beyond the initial three months at any time and for any reason without financial impact. Any claim for adjustment in price shall be determined and paid to IPG in writing within ten days in writing. Nothing contained in this clause shall relieve the Seller from proceeding with delivery in the normal course of business, but Seller shall not, without IPG’s prior written consent, purchase inventory or manufacture in advance of Seller's normal flow time or deliver in advance of schedule as designated by IPG.

12. LATE DELIVERY: Seller shall notify IPG by written communication to purchasing.us@ipgonics.com as soon as it becomes aware that it cannot meet the delivery date specified on the face of a PO and shall propose a new delivery date. In the event of such delay, at no additional cost to IPG, Seller shall employ accelerated measures such as material expediting fees, premium transportation costs or labor overtime to ensure the Products are delivered on or before the stated delivery date. In the event a delay in delivery or the delivery date proposed by Seller is not acceptable to IPG, in addition to any other rights and remedies that may be available to it at law, IPG may cancel the PO without any liability whatsoever to IPG.

13. SETOFF: IPG shall be entitled to setoff or reduce against amounts payable under any PO (i) any claims against Seller under a PO or any other agreement or (ii) amount Seller owes to IPG for any reason whatsoever.

14. GENERAL INDEMNITY: Seller shall defend, indemnify and hold harmless IPG, its affiliated entities and customers and their respective directors, officers, employees, agents, subcontractors, and other representatives (for purposes of this Section 10, collectively “IPG”) from and any and all loss, damage, liability, cost (including reasonable attorneys’ fees, penalty or any other expense of whatever nature, economic loss, and foregone profits (collectively “Claims”) actually or proximately resulting from the failure of Products to conform to Seller’s warranties or representations or arising out of any act or omission of Seller (including negligence) directly or indirectly relating to the Agreement, the use or sale of the Products, whether alone or in combination, or Services performed pursuant to the Agreement. The foregoing includes without limitation any Claims relating to allegations, actions or proceedings for breach of contract, in tort (including negligence), intellectual property infringement, any statutory, regulatory or other legal claims, claims for bodily injury (including death) and damage to property arising out of any act or omission of Seller or its successors and customers. In addition to any other remedies that it may have, IPG may, at its option and at Seller’s expense, either: (i) return all defective or nonconforming Products for a full refund or full credit of the purchase price or (ii) demand replacement of the defective or nonconforming Products. IPG PHOTONICS TERMS AND CONDITIONS OF PURCHASE

01/11/2019

Page 1

PCD-03035, Rev. G

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BUYER'S OBLIGATIONS: Seller is an independent contractor for all purposes, without express or implied authority to bind IPG by contract or otherwise. Neither Seller nor its employees or agents are employees of IPG or its affiliates. Subcontractors are agents or employees of Seller, and therefore not sold to any employee benefits of Seller, including but not limited to, any type of insurance. Seller shall be solely responsible for (i) all costs and expenses incident to performing its obligations under this Agreement, (ii) providing Seller's own supplies and equipment, (iii) filing the appropriate federal, state and local tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment from IPG and (iv) obtaining and maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage.

CONFIDENTIALITY: Without IPG’s prior written authorization, Seller shall not, directly or indirectly, use or disclose to any person, drawings, specifications, technical information, and/or other confidential information of IPG or its affiliates (“Confidential Information”) furnished to it for use by IPG in conjunction with a PO or this Agreement, except as is necessary for Seller to furnish efficiently the Deliverables pursuant to the Agreement. Upon termination of a PO, Seller shall immediately discontinue use and return to IPG all the Confidential Information, including copies, which include all such technical information and all other data supplied to Seller by IPG, Seller shall not, without the prior written consent of IPG, use such Confidential Information for any purpose of IPG or its affiliates, including in the preparation of bid proposals or presentations, publications, the internet or otherwise. These confidentiality and nondisclosure obligations do not extend to information which Seller has obtained from a third party in a manner permissible under law and on a non-confidential basis, and information that is in the public domain. Seller shall also require its sub-contractors to adhere to the confidentiality and nondisclosure provisions set forth in this section.
24. **TERMINATION:** IPG may terminate the PO in its entirety, or any unfilled portion thereof, without penalty or expense when such cancellation is due to Seller's failure or apparent inability to fulfill its obligations hereunder. In such event, IPG may procure elsewhere, upon such term as IPG may deem appropriate, products or services similar to those so provided hereunder, and Seller shall reimburse IPG for reasonable costs incurred in excess of the prices hereunder. In the event of the commencement of any proceedings by or against either party in bankruptcy or insolvency under any provisions of applicable bankruptcy laws, or the appointment of a receiver of trustee or the assignment for the benefit of creditors, the other party may terminate a PO without further cost or liability. The rights and remedies of Seller and IPG hereunder are not exclusive and in addition to any other rights and remedies provided by law or a PO. The terms of Paragraphs 8, 9, 10, 11, 12, 13, 15 and 17-28 shall survive the expiration or termination of this Agreement for any reason.

25. **INTEGRATION:** This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with respect to the transactions herein (excluding any non-disclosure agreement). A copy, facsimile or electronic version of this document shall have the same force and effect as the original document.

26. **ARBITRATION, JURISDICTION AND CHOICE OF LAW:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Boston, Massachusetts before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking temporary or permanent equitable relief (including but not limited to temporary restraining orders or preliminary injunctions) as necessary to avoid or limit irreparable harm before the commencement of arbitration or appointment of an arbitrator, or provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This Agreement shall be governed by the laws of Massachusetts, as if performed wholly within the state and excluding its conflicts of laws principles. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods. In any action seeking equitable or injunctive relief or provisional remedies in aid of arbitration, IPG and Seller hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts and all courts competent to hear appeals therefrom, provided that IPG shall have the right to institute legal actions consistent with this provision in any court that has jurisdiction over the Seller.

27. **SEVERABILITY:** The invalidity of any provision of this Agreement shall not affect the validity of any other provision and the remaining provisions and terms shall be deemed valid and enforceable to the extent possible.

28. **WAIVER:** No waiver of any default of Seller or IPG shall be valid unless provided in writing by the non-defaulting party. Any delay by Seller or IPG in the exercise of any rights or remedy shall not be deemed to constitute a waiver of any rights or remedy or operate as a waiver of any other right or remedy.