



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

NANOGRIPTECH IS WILLING TO SUPPLY PRODUCTS TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS.

These Terms and Conditions (the "**Agreement**") are between nanoGripTech, Inc. ("**nanoGripTech**," "**we**," "**us**," or "**our**") and the natural person or legal entity agreeing to these terms and conditions ("**Customer**", "**you**" or "**your**").

1. APPLICABILITY

1.1 Our Online Services. Welcome to nanogripTech.myshopify.com. nanoGripTech provides website features and other products and services to you when you visit or shop at nanogripTech.myshopify.com, use the services available at nanogripTech.myshopify.com, visit or use the services available at nanoGripTech.com, use our applications for mobile, or use software provided by us in connection with any of the foregoing (collectively, "**Online Services**"). nanoGripTech provides the Online Services subject to these terms and conditions, and by using our Online Services, you agree to these terms and conditions.

1.2 You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if greater than 18) to use our Online Services, shop at nanogripTech.myshopify.com, or purchase products from us. You represent and warrant that any information that you submit about yourself to nanoGripTech is true, accurate, and complete.

1.3 Consumer Customers and Business Customers. A Customer is either a Consumer Customer or a Business Customer. "**Consumer Customer**" means a Customer that is an individual consumer and a natural person. "**Business Customer**" means a Customer that is an Eligible Entity. "**Eligible Entities**" include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of U.S. governmental entities (U.S. federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). By entering a company name in your shipping or billing address, you represent that **(i)** the company is an Eligible Entity, **(ii)** you are a Business Customer; **(iii)** the individual acting on behalf of Business Customer has the authority to bind Business Customer, and **(iv)** Business Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement. If you do not enter any company name in your shipping or billing address, you represent and warrant that you are a Consumer Customer and that your purchases of our products are made by you only for personal, family, and/or household purposes.

1.4 These general terms and conditions are applicable to all sales of our products (and any services delivered by nanoGripTech incidental thereto) from nanoGripTech to Customer and supersede all conditions stipulated by Customer (even if submitted in a later document by Customer).

1.5 No other terms or conditions shall be of any effect unless otherwise specifically agreed to by nanoGripTech in a separate written agreement duly signed by nanoGripTech. No general terms and conditions of Business Customer shall at any time form a part of the content of any contract or agreement between Business Customer and nanoGripTech, even if they are not further expressly rejected by nanoGripTech.

1.6 Privacy. Please review our [Privacy Notice](#), which also governs your use of our Online Services, to understand our practices.

2. ACCESS TO AND USE OF ONLINE SERVICES

2.1 License and Permitted Use. Subject to your compliance with the terms and conditions of this Agreement, and your payment of any applicable fees, nanoGripTech or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of our Online Services. This license does not include any resale or commercial use of any of our Online Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any of our Online Service or its contents; any downloading, copying, or other use of product listings, descriptions, or prices for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these terms and

conditions are reserved and retained by nanoGriptech or its licensors, suppliers, publishers, rightsholders, or other content providers. No Online Service, nor any part of any Online Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of nanoGriptech. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of nanoGriptech without our prior written consent. You may not use any meta tags or any other "hidden text" utilizing nanoGriptech's name or trademarks without our prior written consent. You may not misuse the Online Services. You may use our Online Services only as permitted by law. The licenses granted by nanoGriptech automatically terminate if you do not comply with these terms and conditions. nanoGriptech reserves the right to refuse service, terminate your rights to use our Online Services, or cancel orders at our sole discretion.

2.2 Use of Third-Party Services. Our Online Services may include third-party technology, software, applications and links to other websites and resources provided by third parties. Any such links are provided for your convenience only. We do not have any control over the content of those third-party websites or resources. You therefore acknowledge and agree as follows: **(i)** we are not responsible for the practices or policies of third parties or for any loss or damage that may arise from your use of any third-party technology, services, software or applications or any linked third-party website or resource; and **(ii)** if you use any third-party technology, services or software or access any website or resource linked to our Online Services, you do so at your own risk and subject to the terms and conditions of use of any such third-party technologies, websites or resources.

3. TERMS AND CONDITIONS OF SALE OF OUR PRODUCTS

3.1 Our Selective Distribution System. In order to achieve a consistent standard and quality of service, we operate a selective distribution system, meaning that we prefer to work with approved distributors who have agreed to our specific standards. If you are interested in becoming an authorized reseller or distributor of our products, please contact us at info@nanoGriptech.com. There is no guarantee that any candidate will be accepted, and we make no commitment to respond promptly (or at all) to any inquiry.

3.2 No Resale. If you are a Consumer Customer, you represent and warrant that your purchase of our products is **(i)** for personal, family, or household use, **(ii)** for your own account, and not for the account or benefit of any business, and **(iii)** not for, or with a view to, commercial resale, distribution or other commercial disposition thereof. If you are a Business Customer, you represent and warrants that your purchase of our products is **(i)** for internal business use, **(ii)** for your own account, and not for the account or benefit of any other person, and **(iii)** not for, or with a view to, resale, distribution or any other disposition thereof. If you are acting as a purchasing agent for a business, you represent and warrant that the business for which you are acting is legally bound by all the terms and conditions of this Agreement in the same manner and to the same extent as you are.

3.3 Right to Correct, Reject, or Cancel Orders. We reserve the right to correct typographic errors and reject or cancel orders because applicable law prevents the sale of the products in your area or for any other reason.

3.4 No oral communications concerning the terms of any order, including telephone communication, shall have any force and effect unless and until acknowledged by nanoGriptech in writing. For purposes of this section, the term "writing" shall also include email communication between Customer and nanoGriptech.

3.5 Cancellation. No cancellation of an order by Customer is effective unless it is accepted by nanoGriptech in writing. nanoGriptech has no obligation to accept the cancellation of any order following shipment of the products by nanoGriptech.

3.6 Returns. All sales of our products are final. Customer has no right to return any products to nanoGriptech without nanoGriptech's prior written approval in each case. All returns by Business Customers that are authorized by nanoGriptech are subject to a twenty-five percent (25%) restocking service and handling fee, calculated on the total order value, as well as an additional deduction for any damage to the product that has occurred at any time following delivery of the product to Customer and prior to the return of the product to nanoGriptech's warehouse. Business Customer shall pay all freight and insurance charges connected with shipping any returned products to nanoGriptech and shall bear the risk of loss or damage to the products until the products are delivered to nanoGriptech's warehouse. For

authorized returns, nanoGriptech does not take title to returned items until the item arrives at our warehouse. nanoGriptech may reject any unauthorized return of products by Business Customers.

3.7 Notwithstanding anything to the contrary, all dies, tools, models, plans, drawings, or other documents, devices, or equipment developed, used, or procured by nanoGriptech (“**Tools**”) in order to produce nanoGriptech products are and shall remain nanoGriptech's exclusive property, even if the cost of development, procurement, and/or use of such Tools was wholly or partially borne by Customer and notwithstanding any charges relating to Tools reflected on nanoGriptech's invoice.

4. PRICES; TAXES

4.1 The price of the Products is nanoGriptech's current price in effect at the time of the order.

4.2 Unless otherwise specified, all prices are EX WORKS nanoGriptech's warehouse, the term EX WORKS being defined pursuant to the Incoterms 2020, and only include standard packaging, but not postage or other freight charges, duties, insurance or taxes, if any.

4.3 In addition to the published price, we may charge you for shipping, freight, taxes and other expenses that we incur in connection with the shipping of your order. When we collect taxes and other governmental fees from you, the amount collected will be stated separately on the invoice.

4.4 Customer assumes all liabilities for taxes, including any applicable VAT, sales, use, personal property, ad valorem, excise, and other taxes, duties, levies or charges imposed by any governmental authority (but excluding any taxes payable by nanoGriptech with respect to nanoGriptech's net income) arising out of or connected with the sale of the products.

5. PAYMENT

5.1 Payment for products (and for all services incidental thereto) is required in advance, prior to product shipment.

5.2 Each payment by Customer under this Agreement shall, except as required by law, be made without withholding or deduction for or on account of any taxes. If any taxes are required to be withheld or deducted from any such payment, Customer shall pay such additional amounts as may be necessary to ensure that the net amount actually received by nanoGriptech after such withholding or deduction is equal to the amount nanoGriptech would have received had no such withholding or deduction been required, provided, however, that no such additional amounts shall be payable in respect of any taxes imposed on the net income of nanoGriptech by the jurisdiction under the laws of which nanoGriptech is organized or has its principal place of business.

5.3 Except for claims founded in Business Customer's own right which are in the same currency and have been finally adjudicated or are due and undisputed, Business Customer does not enjoy a right of set-off under any circumstances.

5.4 Business Customer shall reimburse nanoGriptech for reasonable attorneys' fees and any other reasonable costs associated with collecting delinquent payments.

6. DELIVERY AND SHIPPING

6.1 All purchases of physical items from nanoGriptech are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

6.2 Any estimated delivery date communicated by nanoGriptech to Customer is an estimate of the approximate date the products are expected to be delivered and nanoGriptech does not promise, guarantee or otherwise obligate itself to have the products shipped on or before that time. The estimated delivery date is subject to change. Any delay in payment by Customer may result in a delay in delivery.

6.3 Customer shall inspect the products immediately upon receipt by Customer. CUSTOMER SHALL NOTIFY NANOGRIPTECH IN WRITING OF ANY NON-CONFORMING PRODUCTS OR SHORTAGES WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT OF THE PRODUCTS BY CUSTOMER. No rejection of non-conforming products by Customer is effective if Customer fails to notify nanoGriptech in writing of such rejection within ten (10) business days following receipt of the products by Customer. Customer's failure to notify nanoGriptech of any non-conforming products or shortages within ten (10) business days following receipt of the products by Customer constitutes acceptance of the products by

Customer and Customer's waiver of any right of inspection and of any claims of defects that could have been discovered upon a reasonable inspection of the products.

7. SALES TO CUSTOMERS OUTSIDE THE UNITED STATES

7.1 Your Importation of Products. We do not serve as the importer of products into any country outside the United States. When the products you purchase from us are imported into another country, you are solely responsible for **(i)** compliance with all laws governing that country's importation process, **(ii)** obtaining and paying for all necessary licenses, permits, customs clearances and all other authorizations, and **(iii)** paying all applicable duties, tariffs and other taxes and government charges imposed by that country upon import, and any brokerage, storage, any other fees or costs associated with the import of the products irrespective of whether applicable law makes such items the responsibility of the buyer or seller, (but excluding any taxes payable by nanoGriptech with respect to its net income).

7.2 International Standards and Regulations. Because standards and regulations vary significantly from country to country, nanoGriptech does not represent or warrant that our products meet any applicable requirements in any jurisdiction outside the United States (each an "**Export Market**"). Customer assumes all responsibility for compliance with all applicable laws, standards, and regulations in any Export Market in which the products are imported by Customer, delivered by Customer, or used by Customer. Customer shall procure and maintain at its own expense any license, permit, or certification from any regulatory authority required for Customer to export, import, or use the products in any Export Market.

7.3 Compliance with Export Laws. Customer is responsible for timely obtaining and maintaining any required export license, import license, exchange permit or any other governmental authorization. Customer shall not ship, transfer, or export any of our products into any country prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "**Export Laws**"). Customer represents and warrants that Customer is not a citizen or resident of, or otherwise located within, or an entity organized under the laws of, or otherwise located within, any nation embargoed by the United States, and that Customer is not acting as an agent or representative of any person who is located within or of any entity organized under the laws of, or otherwise located within, any nation embargoed by the United States, and that Customer is not otherwise prohibited under the Export Laws from receiving any of our products. nanoGriptech's obligation to deliver the products is conditioned on Customer's compliance with the Export Laws, and nanoGriptech shall have no obligations to Customer under this Agreement if Customer fails to comply with the Export Laws. nanoGriptech shall not be liable if any authorization of any government is delayed, denied, revoked, restricted, not renewed, or later withdrawn, and Customer shall not be relieved thereby of its obligations to pay nanoGriptech for products or any other charges which are the obligation of Customer hereunder.

8. INTELLECTUAL PROPERTY OWNERSHIP.

8.1 Copyright. All content included in or made available through our Online Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of nanoGriptech or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any our Online Service is the exclusive property of nanoGriptech and protected by U.S. and international copyright laws.

8.2 Trademarks. You acknowledge that "NANOGRIPTECH" is the dominant feature of the trade name of nanoGriptech and that the U.S. registered marks "NANOGRIPTECH", "NANOGRIPTECH GECKO-INSPIRED ADHESIVES", "SETEX GECKOGRIP", and "SETEX" are trademarks for products manufactured and sold by nanoGriptech. No right, express or implied, is granted by this Agreement to Customer to use in any manner the name or any other trade name or trademark of nanoGriptech. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through our Online Service are trademarks or trade dress of nanoGriptech in the U.S. and other countries. nanoGriptech's trademarks and trade dress may not be used in connection with any product or service that is not nanoGriptech's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits nanoGriptech. All other trademarks not owned by nanoGriptech that appear in our Online Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by nanoGriptech.

8.3 Patents. One or more patents owned by nanoGriptech apply to nanoGriptech's products.

8.4 All right, title and interest in the intellectual property rights in our products, including Technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, and any derivative works thereof, shall belong solely and exclusively to nanoGripteck or its licensors, and Customer shall have no rights whatsoever in any of the foregoing other than the rights set forth in this Agreement. Nothing in this Agreement or otherwise will be deemed to grant to Customer an ownership interest in the intellectual property rights in our products in whole or in part. Any Technology developed by nanoGripteck, whether or not requested and/or paid for by Customer, and whether or not developed in conjunction with Customer's employees or agents, is the exclusive property of nanoGripteck. "**Technology**" means all know-how, information, ideas, inventions, modifications, prototypes, tools, other tangible embodiments, and works of authorship, including without limitation, specifications, drawings, software, databases, compilations, schematics, documentation, and presentations.

8.5 Product Use Restrictions. Customer agrees not to: **(i)** reverse engineer our products; **(ii)** attempt to derive the production method(s) of our products; or **(iii)** use our products to acquire any intellectual property rights or file any patent applications based on our products without nanoGripteck's prior written consent in each case. If Customer transfers our products to Customer's affiliates, contractors, or agents ("**Related Persons**"), Customer shall cause said Related Persons to abide by the foregoing product use restrictions.

8.6 Joint Development; Derivative Works. nanoGripteck has ongoing research and development programs to design, prototype and evaluate different materials to meet the specifications of applications in diverse sectors. nanoGripteck welcomes the opportunity to partner with customers to understand their applications including material requirements and manufacturing parameters. If you are interested in exploring product development opportunities with us, please contact us at info@nanoGripteck.com. Customer agrees, in advance of creating any Derivative Works, to negotiate in good faith with nanoGripteck to establish the terms of a joint development or commercial license agreement governing such Derivative Works (each a "**License**"). Unless and until Customer and nanoGripteck have entered into such a License, Customer will not undertake the development of any Derivative Works. "**Derivative Works**" means any Technology developed by you and/or your contractors (solely or in collaboration with others) that incorporates our products or is based on our products or our Technology.

8.7 Suggestions. If you make any suggestions about our Online Services or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

9. WARRANTY DISCLAIMER; ASSUMPTION OF RISK; INDEMNITY

9.1 PRODUCTS ARE SOLD "AS IS". NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT AS PROHIBITED BY LAW, NANOGRIPTTECH MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND NANOGRIPTTECH SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES WITH RESPECT TO THE PRODUCTS OR SERVICES (IF ANY) SUPPLIED HEREUNDER.

9.2 NANOGRIPTTECH MAKES NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) THAT PRODUCTS OFFERED FOR SALE BY NANOGRIPTTECH COMPLY WITH ANY LAWS, STANDARDS, CODES, OR REGULATIONS GOVERNING THEIR PURCHASE, USE, HANDLING, STORAGE, TRANSPORTATION, DISPOSAL, EXPORT OR IMPORT IN ANY JURISDICTION OUTSIDE OF THE UNITED STATES.

9.3 Notwithstanding anything to the contrary, no representation or other affirmation of fact, including without limitation statements regarding suitability for an application or performance of the products whether made by nanoGripteck's employees, agents, or otherwise shall be deemed to be a warranty by nanoGripteck for any purpose, or give rise to any liability of nanoGripteck whatsoever.

9.4 High Risk Applications. Unless specifically agreed to in writing by a duly authorized representative of nanoGripteck, nanoGripteck's products have not been tested or otherwise certified by

nanoGriptech as fit for use, and are not meant to be foolproof or fault-tolerant, in applications (e.g., nuclear, aerospace, mobile vehicles, medical devices or equipment, weapons systems) in which the failure of the products could lead directly or indirectly to death, bodily injury, or severe property or environmental damage (“**High Risk Applications**”). Accordingly, Customer assumes all risks for High Risk Applications for which Customer employs products. Customer agrees that nanoGriptech will not be liable for any claims or damages arising from the use of the products in any High Risk Applications and Customer shall indemnify nanoGriptech from any third-party claims arising out of or related to Customer’s employment of products in any High Risk Applications.

10. LIMITATION OF LIABILITY & REMEDIES

10.1 AGGREGATE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT FOR ANY DAMAGES ARISING OUT OF NANOGRIPTECH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF NANOGRIPTECH ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND NANOGRIPTECH'S PRODUCTS AND SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT EXCEED THE ACTUAL AMOUNT PAID TO NANOGRIPTECH BY CUSTOMER FOR THE PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE DAMAGES OR LOSSES OCCURRED OR THE CAUSE OF ACTION AROSE.

10.2 LIMITATION OF LIABILITY PER OCCURRENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT FOR ANY DAMAGES ARISING OUT OF NANOGRIPTECH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF NANOGRIPTECH ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT EXCEED PER OCCURRENCE THE ACTUAL AMOUNT PAID TO NANOGRIPTECH BY CUSTOMER FOR THE PRODUCT OR SERVICE (AS THE CASE MAY BE) GIVING RISE TO THE LIABILITY. FOR THE PURPOSES OF THIS **SECTION 10.2**, “**OCCURRENCE**” INCLUDES WITHOUT LIMITATION, CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDITIONS.

10.3 EXCLUSION OF DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL NANOGRIPTECH BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY SORT ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, OR SERVICES, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE.

10.4 CUSTOMER AGREES AND ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN CUSTOMER AND NANOGRIPTECH, THAT NANOGRIPTECH'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY, NANOGRIPTECH WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITH CUSTOMER OR SUPPLIED PRODUCTS TO CUSTOMER.

10.5 IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10.6 NO SUIT OR ACTION SHALL BE BROUGHT AGAINST NANOGRIPTECH MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.

11. INDEMINIFICATION. Business Customer will defend, indemnify, and hold harmless nanoGriptech and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability

(including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "**Claim**") to the extent such Claim is based on: **(a)** any breach of the Agreement, **(b)** any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, **(c)** any dispute between you and any third party, or **(d)** your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

12. FORCE MAJEURE. nanoGriptech shall not be liable to Customer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond nanoGriptech's reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdown in machinery or equipment, and, except as otherwise set forth in this Agreement, acts or regulations or priorities of the federal, state or local governments.

13. CONSUMER CUSTOMER DISPUTE RESOLUTION.

13.1 If you are Consumer Customer, any dispute or claim relating in any way to your use of any Online Service, or to any products or services sold by nanoGriptech or through nanogriptech.myshopify.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court in the United States if your claims qualify.

13.2 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of and conditions of this Agreement as a court would.

13.3 To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at: nanoGriptech Inc. 91 43rd St., Suite 130 Pittsburgh, Pennsylvania 15201 U.S.A. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the United States county where you live or at another mutually agreed location. You agree that the language of the arbitration will be English.

13.4 We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **you and nanoGriptech each waive any right to a jury trial.** You and nanoGriptech also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

13.5 This **Section 13** is only applicable to Consumer Customers. Business Customer disputes are governed by **Section 14.**

14. BUSINESS CUSTOMER DISPUTE RESOLUTION. Subject to **Section 13**, in the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Pittsburgh,

Pennsylvania. The language of the arbitration shall be English. If, either party fails to submit to arbitration following a proper demand to do so, that party shall bear all costs and expenses, including reasonable attorney's fees, incurred by the party compelling arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The foregoing shall not preclude nanoGripteck from seeking any injunctive relief for protection of its intellectual property rights before any court of competent jurisdiction.

15. MISCELLANEOUS TERMS

15.1 Communications and Notices. When you use our Online Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Online Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We may also send you notices at the address you provided for billing purposes, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending us a legal or contractual notice, you must comply with our notice procedures in **Section 15.2**.

15.2 All notices or other communications to nanoGripteck must be in English and in writing. Routine business and/or technical correspondence must be in English and may be in electronic form. Legal or contractual notices under this Agreement must be either **(a)** delivered personally in hand, **(b)** sent first class mail all postage prepaid with tracked delivery **(c)** sent via overnight courier all delivery charges prepaid, to the following addresses. Notices are effective on the first business day after our receipt at the address specified below:

nanoGripteck Inc.
91 43rd St., Suite 130
Pittsburgh Pennsylvania 15201 U.S.A.
Attention: Legal

15.3 Governing Law. This Agreement and, to the fullest extent permitted by applicable law, all matters arising out of or relating in any way to this Agreement (whether arising in contract or tort), shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Commonwealth of Pennsylvania; provided, however, that the United States Arbitration Act (Title 9 US Code) shall govern the interpretation and enforcement of the arbitration clauses in this Agreement. The application of the Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

15.4 If any provision contained in this Agreement is held by a competent tribunal to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable.

15.5 In the event of a violation or threatened violation of nanoGripteck's proprietary rights, nanoGripteck shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that nanoGripteck would suffer irreparable harm.

15.6 Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.7 This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, neither party shall be entitled to claim that any provision should be construed against the other party by reason of the fact that it was drafted by the other party.

15.8 Assignment. Customer may not assign, delegate, or transfer this Agreement or any right or obligation hereunder, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of nanoGriptech, and any attempt by Customer to assign this Agreement without such consent will be null and void. nanoGriptech shall have the right without any requirement to obtain Customer's consent hereunder, to assign this Agreement to a subsidiary or affiliate, or a successor by merger, acquisition or consolidation, or to an acquirer of all or substantially all of the assets of nanoGriptech, its subsidiary or affiliate. Notwithstanding anything to the contrary, nanoGriptech is permitted to transfer, sell, pledge, or grant a security interest in any receivables arising under this Agreement.

15.9 The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment or agency relationship between the parties.

15.10 Any reference made to trade terms (such as EXW) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce.

15.11 Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of conclusion of the Agreement.

15.12 Entire Agreement. This Agreement is the final and complete agreement between nanoGriptech and Customer with respect to the subject matter hereof. No representations, inducements, promises, or understandings in relation to the subject matter hereof, whether oral or written, exist unless expressly set forth in this Agreement, and this Agreement supersedes all prior understandings, agreements, contracts, or arrangements between the parties, whether oral or written, unless otherwise expressly incorporated in this Agreement. No agreement or other understanding purporting to add to or to modify the terms and conditions hereof is binding on nanoGriptech unless agreed to by duly authorized representative of nanoGriptech in writing.

15.13 JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE PRODUCTS, INCLUDING CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER CLAIMS.
