



Technology Assessment and Transfer, Inc.,
a Wholly Owned Subsidiary of SINTX Technologies, Inc.

Technology Assessment and Transfer, inc. Terms and Conditions of Sale

1. SCOPE. The terms and conditions of sale set forth herein apply to all supply contracts associated with the attached quotation ("Quote") entered into by Technology Assessment and Transfer, Inc. ("Seller") and the named party on the Quote ("Buyer"). Buyer may accept the offer made by Seller within sixty (60) days from the date shown on the Quote unless otherwise specified on the said quote (provided that it has not been revoked by Seller in writing within said time period) and acceptance may be in the form of a purchase order. Notwithstanding terms and conditions which may be included on Buyer's purchase order form or otherwise, acceptance of this offer is expressly limited to the terms and conditions set forth herein. Any term or condition in Buyer's acceptance in addition to or not identical with any of these terms and conditions shall not become part of the contract unless such term or condition is stated in writing and signed by an authorized representative of Seller. By acceptance of deliveries covered by the Quote, Buyer accepts the terms and conditions contained herein. Seller's failure to object to any term or condition contained in any communication from Buyer shall not be deemed assent to such term or condition or a waiver of these terms and conditions.

2. SHIPMENT. Shipment date quoted is in the period of time after receipt and acceptance of the Buyer's order. Unless otherwise stated, delivery will be Ex Works Seller's factory or Seller's vendor's factory in accordance with INCOTERMS 2010. Delivery shall be complete when made to said Ex Works point. Buyer assumes all risk of loss or damage to the products from and after the delivery of the products to the carrier at said point of shipment. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer. In the event of delay due to force majeure (see paragraph 16), the date of shipment shall automatically be extended for a period equal to the time lost by reason of the delay. In any event, Seller shall not be in default for failure to deliver unless Seller does not commence to cure such failure within ten (10) days after receipt of written notice of such failure from Buyer. Seller shall have the right to cancel any orders placed, or to refuse, or delay the shipment thereof, for failure of Buyer to make payments due Seller, or of Buyer to meet any requirements established by Seller.

3. TITLE. Title transfers upon delivery as defined above.

4. PAYMENT TERMS. Payment terms are Net 30 days from the date of invoice. Payment can be made by either electronic funds transfer (EFT) or by mail to the following location(s)

Mailing Address:
Technology Assessment & Transfer Inc.
1110 Benfield Blvd. Ste P
Millersville, MD 21108
410.987.3435

Sandy Spring Bank
ABA (routing)#: 055001096
Account # 6384038701
U.S (domestic) SWIFT #: WFBIUS6S

5. PRICES. The prices furnished in connection with the Quote cover only the products specified herein and the commercial packing charge specified in paragraph 10 hereof.

6. DEPOSIT. Any deposits received under the Buyer's order are hereby acknowledged by Seller. If Buyer breaches this agreement, after having furnished a deposit, Seller may elect to retain said deposit as a security for the recovery of damages allowed by law.

7. WARRANTY. Seller warrants that products manufactured by it and bearing Seller's part numbers shall be free from defects in material and workmanship. This warranty extends only to products manufactured by Seller. Any items delivered hereunder which are not manufactured by Seller shall carry only the warranty or warranties of their manufacturer/s

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY. NO PERSON, INCLUDING ANY DEALER, AGENT, OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MODIFY THE WARRANTY STATED HEREIN OR TO MAKE ADDITIONAL WARRANTIES.

8. TAXES. Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the products hereunder shall be the obligation of and shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery.

9. CANCELLATION. Prior to delivery, if agreed to in writing by Seller, the Buyer may cancel the order upon payment to Seller of such cancellation charges as Seller may determine at its sole discretion, which shall include, among other things, expenses and commitments already incurred or made and a reasonable allowance for prorated expenses and profits according to accepted accounting principles and practices.

10. PACKING, INSPECTION, and ACCEPTANCE. The prices furnished in connection with the Quote include Seller's standard commercial packing, unless an international destination is specified in the Quote, in which case prices include Seller's standard export

packing. Special requirements for packing or Buyer's inspection at Seller's factory will be quoted as an extra item. Except in the case of drop shipments, Inspection and Acceptance shall occur at Salt Lake City, UT, and Acceptance will be based on issuance of a Certificate of Conformance (upon Buyer's request) by Seller's Quality Assurance.

11. CUSTOMER FURNISHED EQUIPMENT. All equipment or material furnished by Buyer shall, unless otherwise agreed to in writing, be the property of Buyer. Buyer hereby represents and warrants that the Customer Furnished Equipment (CFE) will be fit for the purposes Buyer intends, meet all applicable requirements, and will be delivered to Seller in a timely manner. BUYER shall be responsible for schedule delay caused by the incompleteness, late delivery or non-delivery of the CFE. Seller will not use such equipment or material in any of its business except its business with Buyer under this or other purchase orders. Seller shall take all reasonable precautions during the progress of the Purchase order to protect all CFE from loss or damage.

12. DESIGN CHANGES. Seller retains the right to change the design of products, equipment or of parts on order at any time without notice for reasons such as improvement of performance, simplification in design, availability of materials, etc., but not to such an extent that the performance of that which is on order will be materially affected. Delivery of such modified items shall constitute full compliance by Seller under this agreement.

13. NOTICE. Unless otherwise specified herein, all notices shall be in the English language, may be given by certified or registered letter, or telefax to the addressee designated hereunder, and shall be determined to have been received by the addressee at the time when, in the ordinary course, such letter should have reached its destination:

To Seller:
Technology Assessment and Transfer, Inc.
1110 Benfield Blvd. Ste P
Millersville, MD 21108

To Buyer: As specified on the attached Quote

14. LIMITATION OF LIABILITY. No claim by Buyer of any kind, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

15. COMPLIANCE WITH LAWS; EXPORT LAWS. Buyer and Seller shall comply with all applicable international, national, state, regional and local laws and regulations with respect to their performance of this Agreement. Buyer agrees to adhere to all applicable US Export laws and regulations with respect to the products.

16. ASSIGNMENT. Buyer shall not assign any interest in an order entered pursuant to the Quote or any rights thereunder without the prior written consent of Seller.

17. INTERPRETATION. The Quote and all orders entered into pursuant thereto shall be governed by, construed in accordance with, and subject to the laws of the State of Utah without regard to the conflict of laws provisions thereof.

18. ARBITRATION. Any controversy or claim arising out of or related to the order, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with arbitration proceedings to occur in Salt Lake City, Utah, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Seller reserves the right to suspend work on the order until a settlement is reached. No payment due or payable by the Buyer shall be withheld on account of pending arbitration.

19. FORCE MAJEURE. Seller shall not be liable for delays in delivery or non-delivery, or failure to manufacture or perform due to causes beyond the control of Seller or any subcontractor of Seller, including, but not limited to, acts of God, acts of Buyer, acts of civil or military authority, failure of the Buyer to act, priorities, fires, strikes, lockouts, floods, epidemics, quarantine restrictions, riots, war, mutinies, delays in transportation, transportation shortages, unusually severe weather, default of any subcontractor of Seller, inability due to causes beyond Seller's reasonable control to obtain necessary labor materials or manufacturing facilities, or other causes beyond Seller's control and without the fault or negligence of Seller.

20. SEVERABILITY. If any provision of these terms and conditions and associated Quote is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.