

HARDINGE INC. TERMS AND CONDITIONS OF SALE FOR NEW PRODUCTS

All sales of Hardinge Products are subject to the following Terms and Conditions of Sale.

1 **Definitions.** The word "Seller" as used herein shall mean Hardinge Inc. and the word "Buyer" shall mean the Party to whom the Hardinge Product is sold, collectively the "Parties". The term "Product" means new machines, parts, collets, feed fingers and any other new equipment sold by Seller.

2 **Acceptance.** All Contracts and orders are subject to final acceptance at the Home Office of the Seller at Elmira, New York.

The terms and conditions herein contained, any additional "Supplement to Terms and Conditions of Sale," and terms and conditions stated in the Seller's quotation shall constitute the only agreement between the Seller and the Buyer. Any terms and conditions originating with the Buyer are hereby expressly rejected and shall not become part of the contract between the Buyer and the Seller unless specifically accepted in writing by a duly authorized officer of the Seller. The Seller's quotation is made subject to prior sales to third parties. In any event, said quotation will become void if not accepted by the Buyer within 30 days from the date of the offer.

Seller reserves the right to hold shipment of telephone or oral orders until written confirmation has been received from Buyer. Buyer assumes full responsibility for inaccurate or incomplete data supplied on special orders.

3. **Prices.** All prices are subject to change without notice at any time and are based in part on the applicability of the Terms and Conditions set forth herein. Should the Buyer desire other or different terms, the prices may be adjusted accordingly.

Prices are F.O.B. point of shipment for equipment boxed, crated, or skidded for domestic shipment (export packing charges are extra). Prices are those in effect at the time the order is received at Seller's plant, Elmira, New York 149021507.

IF BUYER SHOULD DELAY SHIPMENT BEYOND ORIGINAL CONTRACT DATE, THE PRICES CHARGED WILL BE THOSE IN EFFECT AT THE TIME THE SHIPMENT IS MADE.

Seller reserves the right to cancel Buyer's order in the event that (a) any government price regulation, schedule or ceiling prescribes a price lower than Seller's price as established in the order acknowledgment, or in any way prevents Seller from purchasing or otherwise acquiring any commodity or service necessary to the performance of the order, or in any way prevents Seller from adjusting its prices when the cost of any such commodity or service is increased and, (b) in the event any major change in economic conditions renders Seller's performance unprofitable.

1 **Taxes.** Prices do not include any sales, use, excise, property or other such taxes that may be levied on the transaction by local, state, federal or foreign governments. Any taxes Seller is required to collect from Buyer will be added to the invoice or billed separately to the Buyer.

2 **Terms of Payment Domestic.** Unless otherwise specified in the Seller's quotation, the terms of payment will be net cash thirty (30) days from date of invoice and are subject to credit approval by Seller's credit department. For machine orders, the terms of payment will be ten percent (10%) down upon receipt of the order by Seller with the balance due upon shipment from the Seller's facility. An additional down payment or progress payments, as determined by the Seller, may be required for certain orders. The seller also retains the right to require a Uniform Commercial Code (UCC) Financing Statement for all machine purchases not fully paid for prior to shipment from seller's premise.

In cases where shipment of a completed Product is delayed at request of Buyer, Seller reserves right to issue the final invoice for the Product as of the date it becomes ready for shipment. Late charges at the rate of 1.5% per month (18% annually) may be charged on past due accounts.

Foreign. Unless otherwise specified in the quotation and upon Seller's acceptance of the order, the terms of payment shall be as stated herein and through an irrevocable letter of credit, all payments to be made in United States Dollars. Letter of Credit to be established through and confirmed by a New York bank and shall provide for payment against Seller's sight draft accompanied by a commercial invoice and Buyer's forwarding agent's receipt acknowledging delivery of equipment to a United States port and by such other documents, if any, as may be required by the governments involved. The seller also retains the right to require the applicable country equivalent of a United States Uniform Commercial Code (UCC) Financing Statement for all machine purchases not fully paid for prior to shipment from seller's premise.

1 **Production Estimates.** Any projected Production figures and performance data are estimates based on Seller's understanding of the machinability of material, amount of material to be removed, accuracy desired, available facilities, operator skill, and other specified factors affecting Production, and do not constitute a guarantee of Production.

2 **Delivery.** The quoted delivery dates are approximate and a more specific date will be established upon the Seller's acceptance of Buyer's order. Delivery dates are subject to revision at any time due to causes beyond the Seller's control. These would include, but not be limited to, delay in receipt of purchaser's signed order or complete specifications, fire, shortages of material, transportation delays, strikes, failure of suppliers or subcontractors to meet delivery schedules, war, riots, acts of God, any action by any government agency, and any priority or rationing system imposed by authority of any government agency. Seller shall not be liable for any damages arising, in any way, from any late delivery or non-delivery.

Delivery to a common carrier or licensed trucker shall constitute tender of delivery, passing of title and risk of loss to the Buyer and all risk of loss or damage in transit shall be borne by the Buyer. In no event shall the Seller be held liable for damages or expenses caused by delays in delivery.

Seller reserves the right to stoppage in transit and to repossess equipment notwithstanding delivery to the carrier, until payment in full has been made to Seller. Buyer, by acceptance of the Products, grants a security interest to Seller in such Products until paid in full together with all of the rights and remedies of a secured party under the Uniform Commercial Code.

No claim relating to quantity, condition, loss or damage to the goods made by Buyer will be accepted by Seller unless Seller is given written notice of said claim within thirty (30) days after date of shipment.

Buyer's material sent to Seller for modernization or repair or being returned pursuant to the provisions of the Warranty or Patents Articles of these terms and conditions will be delivered by Buyer, at its expense, to the repair or manufacturing plant designated by Seller where the work is to be performed. Title to the Buyer's material will remain at all times with Buyer. Risk of loss or damage to material will transfer to Seller upon its arrival at the repair or manufacturing plant and will transfer back to Buyer upon its delivery to the carrier at the repair or manufacturing plant after the work is performed. When repair work is performed by Seller at Buyer's site, title and risk of loss or damage to the Buyer's material and other property shall remain at all times with the Buyer.

8. **Warranty, Disclaimer and Remedy.** Seller warrants to the original Buyer only that new Products manufactured by the Seller and sold directly by the Seller or through an authorized representative and used by the original Buyer within limits of rated and normal usage will be free from defects which are not commercially acceptable in material and workmanship for the following periods, measured from the date of shipment: 6 months for repair parts purchased after the original machine warranty expires; 12 months for **THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL AGGREGATE LIABILITY OF SELLER, ITS AFFILIATES, AND ITS SUBCONTRACTOR(S) AND**

all new CNC Lathes, grinding machines, Bridgeport machines, and indexer and rotary products. The live tooling drive train, belts and tool holders are not covered. For vendor supplied Products on Hardinge Turnkey and Hardinge Special (HS) orders, the warranty will be the vendor warranty or one year, whichever is shorter. Warranty repairs will be performed during business hours (Monday – Friday, 8a – 5p customer's local time) excluding company holidays. This warranty shall apply only to new Products sold, installed, and maintained in the forty eight (48) continental United States. Installation must take place no later than 6 months from the date of the invoice. Any Product not so sold, installed, and maintained, shall be sold "as is" and any repairs or service shall be performed in accordance with paragraph 12 of Seller's Terms and Conditions of Sale, "Repairs and Service – Non-Warranty," unless otherwise expressly agreed to in writing by Seller. In no event shall the Buyer have any rights greater hereunder than if all components were manufactured by Seller.

The terms of this warranty do not in any way extend to any Product or part thereof which has a life under normal usage inherently shorter than one year, secondhand Products or Products which were not manufactured by the Seller and not sold under the Hardinge trade name. See different terms and conditions applicable to secondhand Products. Seller's obligation and liability with respect to components not manufactured by the Seller shall be limited to the extent of express warranties received by Seller from such component manufacturers unless said components are sold under the Hardinge trade name, in which case, the new machine warranty shall be applicable.

This warranty is void and of no effect and Seller shall not be liable for any breach of warranty, express or implied, if the equipment or any part or component thereof shall have been repaired or altered by persons other than the Seller unless expressly authorized in writing by Seller, or if the equipment is operated or installed contrary to Seller's instruction or subjected to misuse, negligence or accident.

Written notice of any claimed defect within the warranty period must be presented to the Seller immediately upon Buyer's discovery of the defect.

Seller shall have the option to inspect any parts claimed to be defective either at the Buyer's place of business or at the Seller's place of manufacture while the Product is in the claimed defective condition. No return shall be accepted unless Seller has had an opportunity to inspect the equipment or has expressly authorized the return. If the equipment defect constitutes a safety hazard, operation of the Product must be suspended until corrective action is completed. Seller, upon receipt of written notice of a claimed defect, will proceed without unreasonable delay to remedy any defect coming within the warranty which is found to exist. During the warranty period, parts found to be defective by Seller's inspection will be furnished free of charge, shipment F.O.B. Point of Origin.

THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY HEREIN CONTAINED. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITIES ON SELLER'S PART. No statement, oral or written, inconsistent with this warranty is binding on the Seller. No agent, employee or representative of the Seller, other than an officer, duly authorized, has any authority to bind the Seller to any confirmation, representation or warranty concerning the Seller's Product beyond that specifically included in the warranty contained herein. **UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND LOSS OF PROFITS, ARISING IN CONNECTION WITH ANY CONTRACT OR WITH THE USE, ABUSE, UNSAFE USE OR INABILITY TO USE SELLER'S PRODUCTS.** Seller's maximum liability shall not exceed and Buyer's remedy is limited to either (a) repair or replacement of the defective part or Product, or, at the Seller's option, (b) return of the Product and refund of the purchase price; and such remedy shall be the Buyer's entire and exclusive remedy. If the Buyer and the Seller agree that it would be in the best interest of both Parties to return the Product and refund the purchase price, the Buyer shall be liable for all costs associated with the usage of the Product from the date the installation is complete or the date of completion of turnkey runoff at the Buyer's facility, whichever date is later, to the date Seller is given written notice of an alleged defect or date of agreement to return the Product, whichever is applicable. The cost of Product usage shall be based on the latest Seller rental price for renting a similar product as the Product being returned for the same period of time for which the Product was utilized by the Buyer. This cost shall be deducted from the purchase price refund to the Buyer.

The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair or replacement of defective Products, or refund of the purchase price, in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective Products, or to refund the purchase price, in the prescribed manner.

9. **Return Material.** All goods returned to Seller require a Return Material Authorization (RMA) to be issued by Seller. The RMA number must be clearly printed on each returned container. Any container received by Seller without an RMA number shall be returned to sender collect.

Made-to-order items, special collets, items with special bore sizes, batteries, altered or etched items are not acceptable for return or credit.

Goods which are returned in new and unused condition in the original package within thirty days of the ship date will be eligible for full credit less a ten percent (10%) restocking charge (minimum restocking charge of \$30.00). Returned parts must be shipped prepaid. After thirty (30) days, new and unused parts will be accepted for return for up to three (3) months from the original ship date with a thirty percent (30%) restocking charge applicable. After three (3) months from the original ship date, Hardinge will not accept any returned item for credit. If the returned item is not what the Buyer ordered, Seller will replace the item, pay any additional shipping charges incurred, and waive any restocking charge.

If the seal is broken on returned printed circuit boards and the machine is out of warranty, or if the Seller's service technician did not perform the service, a two hundred (\$200) testing fee shall be applicable. Before returning out of warranty printed circuit boards, Seller must be contacted for information. Not all circuit boards will be acceptable for credit.

Seller reserves the right to inspect returned goods and to reject the return of goods in accordance with these policies. All rejected returns shall be reshipped to the Buyer at Buyer's expense. For all returns within the U.S. call 18008438801 or 6077342281 or fax 6077322598. For returns originating in Canada call 1800-4685946. For all other returns, call 6077342281 or fax 6077370603.

10. **Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT, SELLER, AND ITS SUBCONTRACTOR(S) AND SUPPLIERS AT ANY TIER, SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR SYSTEM, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT, CLAIMS OF CUSTOMERS OF THE BUYER, OR DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT NOT SUPPLIED BY SELLER UNDER THE CONTRACT.**

SUPPLIER(S) AT ANY TIER, WITH RESPECT TO THE CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE, FAILURE TO PERFORM, OR BREACH

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THEREOF, OR FROM ANY ACTIVITY UNDERTAKEN BY SELLER WITH RESPECT TO THE EQUIPMENT, BUYER'S MATERIAL, OR TECHNICAL ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, MAINTENANCE, FIELD ENGINEERING SERVICE, FIELD ADVISORY SERVICE, REPAIR OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THE CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE.

11. Indemnification. Buyer agrees to indemnify and hold Seller harmless from any and all liability, loss or damages which Seller may suffer as a result of claims, demands, costs or judgments made against Seller arising out of any use whatsoever of the machinery and equipment sold pursuant to this Agreement, which liability, loss or damages, claims, demands or judgments are based upon or result from (a) any alteration or modification of the machinery or equipment by Buyer, Buyer's officers, agents or employees; or (b) the failure of Buyer, Buyer's officers, agents or employees to follow manufacturer's instructions, warnings or recommendations which are communicated by Seller to Buyer in any form before, during or after the time of this sale; or (c) the failure of Buyer, Buyer's officers, agents or employees to comply with federal, state, or local laws or regulations applicable to the use of such machinery or equipment, including but not limited to, the 1970 Occupational Safety and Health Act as amended; or (d) the failure of Buyer, Buyer's officers, agents or employees to properly train and instruct anyone using such machinery or equipment.

12. Repairs and Service Non-Warranty. The cost of all servicing of equipment not provided for in preceding sections may be charged for by the Seller at a per diem rate per worker per workday plus transportation and living expenses.

13. Cancellation. Cancellation. Upon written request from a Buyer to cancel all or part of an order, the Seller will stop all work as promptly as possible. Work that is complete on date of notification in writing to stop work or cancel shall be invoiced and paid in full. Buyer shall promptly instruct Seller as to the disposition of the unfinished Product and the Seller, if instructed, shall hold the Product for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by the Buyer. For work that is not completed, a cancellation charge will be rendered. Cancellations shall be assessed a minimum cancellation fee of 5% to cover the cost of order processing. However, larger and/or more complex orders may be charged in excess of 5% depending on complexity of the order. Cancellation charge will be computed on the basis of the Seller's full cost (for all engineering work, all work in process and raw materials, all supplies and commitments made by the Seller in connection with the order), less such allowances as the Seller may be in a position to make for any standard components and for the balance of the material as scrap.

14. Property Rights. Seller retains for itself any and all property rights in and to all designs, engineering details and other data pertaining to any equipment designed in connection herewith and to all rights of discovery, invention or patent rights arising out of work done for Buyer. The Buyer expressly agrees that it will not assert any property rights therein, except the rights for itself and subsequent owners to use the equipment. Any prints, brochures, drawings or other information furnished to the Buyer by the Seller are intended solely for the confidential use by the Buyer and shall remain the property of the Seller, and shall not be used to the detriment of the Seller's competitive position.

15. Patent Indemnity. If any Product furnished by the Seller is rightfully claimed to infringe any United States Patent issued at the time Buyer's order is accepted, Seller agrees at its option: (1) to procure for Buyer the right to use the Product, or (2) to modify or replace the Product so as to avoid infringement, or (3) to accept redelivery of the Product and reimburse Buyer for the purchase price and any transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that any Product in the condition received from Seller infringes any United States patent, Seller will undertake the defense thereof in Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given prompt written notice and is furnished with copies of all demands, process and pleadings, and Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INsofar AS ANY PRODUCT IS MODIFIED BY BUYER OR IS MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER AND BUYER SHALL INDEMNIFY SELLER IN ACCORDANCE WITH THE INDEMNITY IN PARAGRAPH "15" ABOVE FOR ANY CLAIM WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE PRODUCT ARISING OUT OF ANY CLAIM OF INFRINGEMENT.

Seller is entitled to indemnity from certain of its suppliers and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

16. Confidentiality Agreement. Buyer agrees to treat in confidence any information that may be received from Seller in connection with this Contract and designated by Seller as proprietary. Buyer shall have the limited right to use such Seller proprietary information for system maintenance and operations purposes and agrees not to disclose such Seller proprietary information to any third party without prior written consent from Seller. Buyer further agrees to make such Seller proprietary information available to its employees only on a need to know basis.

Where consent is granted by Seller for disclosure of any of its proprietary information, Buyer shall require the recipient to execute a confidentiality agreement approved in advance by Seller.

17. Reservation of Rights. Seller reserves the right to make subsequent improvements and changes in design in its Products without imposing any obligation to make such changes or improvements upon Products sold to the Buyer.

18. Limitation of Action. Any action based upon an alleged breach of warranty must be commenced within twelve (12) months from the date that Buyer knew or should have known of the alleged defect or breach. Any other action against Seller must be commenced within twelve (12) months from the time the cause of action accrues unless the period for action shall be extended by Seller in writing. In the interpretation of this limitation of action for breach of Seller's warranty it is expressly agreed that there are no warranties of future performance of the equipment that would extend the period of limitation herein contained for bringing an action.

IT IS EXPRESSLY UNDERSTOOD THAT ANY EFFORT BY BUYER, SELLER OR AGENTS TO REPAIR ANY PRODUCT SHALL NOT EXTEND THE TWELVE (12) MONTH PERIOD OF LIMITATION UNLESS SELLER AGREES IN WRITING. THE WARRANTY SET FORTH IN PARAGRAPH "8" APPLIES TO REPLACEMENT PARTS AS WELL AS EQUIPMENT ORIGINALLY SOLD, AND NOTHING EXCEPT SELLER'S WRITTEN CONSENT SHALL EXTEND ITS OBLIGATION IN WARRANTY MORE THAN THE PERIOD SPECIFIED IN PARAGRAPH "8".

19. Installation Costs. All costs associated with Product installation and/or erection shall be borne solely by Buyer.

20. Unnecessary Delay. If the Buyer causes unnecessary delay to the Seller's turnkey, installation process or warranty service calls, the Buyer shall be liable for all costs associated with Seller's waiting time including, but not limited to, time and material costs, travel expenses and any other costs associated with Seller's requirement to wait due to unnecessary delay. This cost shall be charged at the standard service or turnkey rates and shall be added to the first invoice sent to the Buyer following the occurrence of the unnecessary delay.

21. Interpretation. Any contract resulting from Seller's quotation or acknowledgment of Buyer's purchase order shall be governed by and construed in accordance with the laws of the State of New York. All references to "Dollars" are to "U.S. Dollars."

22. Alternate Dispute Resolution. In the event a dispute between the Parties cannot be resolved, an appeal shall be made to a committee consisting of a corporate officer from each Party. The corporate officers shall negotiate in good faith to properly assign the disputed cost to or between the Party(s).

If an amicable settlement cannot be reached after a reasonable time has been allowed for negotiation, either Party may request that the issue be decided through mediation in accordance with the procedure set forth in the following Paragraph titled "Mediation".

Mediation: The Parties agree that any controversy arising out of this Contract or any interpretation of this Contract which the Parties are not able to resolve themselves through negotiation shall be submitted to mediation before any other legal action is taken. The Parties shall mutually agree upon a third party mediator. The costs and expenses of the mediation shall be borne equally by the Parties. Mediation shall take place at Elmira, New York within two (2) weeks after notification by the aggrieved Party of a request for mediation unless extended by the mediator. If the mediation does not result in an agreement acceptable to all sides, any Party may take such other further action as it deems advisable under law or equity.

23. Assignment of Contract. Neither Party shall assign, transfer or convey the Contract or its rights, title, interest, obligations or responsibilities hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

24. Entire Agreement. The HARDINGE INC. Terms and Conditions of Sale (and any Promissory Note and Security Agreement, if applicable) embody the entire agreement between Buyer and Seller. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both Parties.

25. Canadian Sales. (1) Each reference to "United States port" could be deemed to be "Canadian port"; (2) Each reference to "Uniform Commercial Code" shall be deemed to be "Personal Property Security Act"; (3) Each reference to "forty eight (48) continental United States" shall be deemed to be "Canada"; (4) Each reference to "1970 Occupational Safety and Health Act" shall be deemed to be "applicable Canadian, Provincial, and Territorial occupational, safety, and health laws and regulations"; (5) Each reference to "United States Patent" shall be deemed to be "Canadian or United States Patents."

26. Mexican Sales. (1) Each reference to "United States port" shall be deemed to be "Mexican port"; (2) Each reference to "Uniform Commercial Code" shall be deemed to be "Codigo De Comercio"; (3) Each reference to "forty-eight (48) continental United States" shall be deemed to be "Mexico"; (4) Each reference to "1970 Occupational Safety and Health Act" shall be deemed to be "applicable Mexican, Territorial occupation, safety, and health laws and regulations"; (5) Each reference to "United States Patent" shall be deemed to be "Mexican or United States Patents."

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