



MS2™ Molten Solder Surfactant

LEGAL NOTICE

U.S. and Foreign Patents Pending

The Product contained herein is a material which, when used in conjunction with solder, improves and enhances the process of soldering electrical and electronic connections and the connections thus made. The Product is proprietary to MS2 Technologies, LLC. ("MS2T") and P. Kay Metal, Inc ("PKM") and is covered under one or more U.S. and International patent applications.

By opening the packaging and container for the Product, you, the Purchaser or User, agree to abide by the following licensing terms and conditions.

- 1. No Analyzing.** User understands that the Product is proprietary to MS2T and PKM and agrees to not itself or have others reverse engineer, analyze or otherwise attempt to determine the composition, method of functioning, or physical qualities of the Product or to design around the Product.
- 2. Purpose of use.** User agrees that they will use the product as intended for the enhancement of soldered electrical and electronic connections. The license granted herein is for that purpose only. The material supplied herein is not licensed for incorporation in any other product either for use by the User or by any other party.
- 3. Site and Product Specific Use.** The Product has been sold to Purchaser particularly for use by Purchaser at Purchaser's manufacturing site(s) that Purchaser has specified to MS2T and PKM, which includes the site to which the Products have been shipped by MS2T or PKM and/or where MS2T and PKM otherwise agrees to allow the Product to be used. Purchaser agrees not to use, or allow to be used, the Product at locations other than those owned and managed by Purchaser, and agrees not to transfer the Product to any third parties for any purpose whatsoever. Furthermore, Purchaser agrees to not use the Product as an intermediary or raw material in any other product.
- 4. Injunctive and Other Relief.** Purchaser agrees that if Purchaser violates provisions 1 and/or 2 herein, MS2T and PKM shall be entitled to obtain immediate injunctive relief against Purchaser to block Purchaser from engaging in any of the impermissible conduct, and to recapture damages suffered by MS2T and PKM.
- 5. Disclaimer of Warranty and Disclaimer.** MS2T and PKM provides the Product "as is" without warranty of any kind either express, implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All risk of quality and performance of the Product remains with Purchase.
- 6. Limitation of Remedies.** In no event will MS2T and PKM, its employees, distributors, directors or agents be liable for any indirect damages or other relief arising out of your use or inability to use the Product including, by way of illustration and not limitation, lost profits, lost business or lost opportunity, or any indirect, special, incidental or consequential or exemplary damages, including legal fees, arising out of such use or inability to use the Product, even if MS2T and PKM or an authorized licensor dealer, distributor or supplier has been advised of the possibility of such damages, or for any claim by any other party. MS2T and PKM disclaims any responsibility for any, injury or illness caused to people or damage to property by the use or misuse of the Product, and Purchaser agrees to indemnify MS2T and PKM for same. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, MS2T's and PKM's liability shall be limited to the extent permitted by law.
- 7. Law, Venue and Dispute Resolution.** This Licensing Agreement shall be construed and interpreted under the laws of the State of California applicable to contracts to be performed entirely within California. If there are any disputes regarding this Agreement, the parties agree to resolve such differences by binding arbitration, to take place in Los Angeles County, California, before a single mutually acceptable arbitrator. The arbitrator shall be permitted to make an order for injunctive relief, which order shall be fully enforceable by any court in the U.S. or foreign jurisdiction. In any such action, attorney's fees and costs shall awarded to the prevailing party.
- 8. Important notice to the distributor and or retailer.** Product removed from this carton and sold, offered for sale or otherwise distributed, must be labeled with the correct exterior warning, or a written notice containing the warning must be provided at the time of transfer to the purchaser or consumer.