The following Standard Terms and Conditions ("Agreement") apply to the procurement by Buyer of all makes and models of equipment, parts and components for such equipment ("Equipment") and any other services provided by Seller, from time to time, as described in an invoice, lease, proposal, quote, purchase order, acknowledgment, sales acknowledgement or other instrument to which this Agreement is attached or to which reference is made or to any purchase orders, transaction documents or invoices, regardless of whether this Agreement is referenced therein. Equipment and Services shall be collectively referred to as "Products". Seller objects to and shall not be bound by any additional or contrary terms or conditions in, or on any purchase order or other instrument used to place order or request for quotation, purchase order acknowledgment, or written notice from Buyer, unless specifically agreed to in a single writing signed by the Parties hereto. This Agreement constitutes the entire understanding, agreement and arrangement between the Parties hereto for the purchase and sale of each Product hereunder. All prior or contemporaneous oral understandings, agreements, courses of dealings, customs, and usages of trade herefore made or engaged in by the Parties with respect to the subject matter hereof are hereby superseded and replaced by the terms and conditions of this Agreement. Seller will not be liable to Buyer, for representations and warranties made by Seller's distributors and sales agents which are inconsistent or in conflict with this Agreement.

2. Terms of Sale.
   a. The Equipment shall be transferred by Seller to the shipping carrier per the Incoterms set forth in the applicable quotation ("Quote"), at which point title and all risk of loss or damage to Equipment will pass to Buyer.
   b. Buyer shall conduct an inspection of the Products promptly upon delivery and shall promptly notify Seller in writing of any defects. If Buyer fails to promptly notify Seller of any defects, whether or not any such inspection and acceptance has been performed by Buyer, the Products shall be considered accepted. Buyer's sole and exclusive remedy for rejection of Equipment is as set forth in Section 3 (Product Warranty).

3. Product Warranty.
   a. All technical support installation, product warranty, and post warranty services are provided only at the original installed location. Product warranty is NONTRANSFERABLE from one location to another, except with the prior written consent of Seller.
   b. Seller warrants that for a period of one (1) year from the initial shipment the Equipment will: (i) be free from defects in materials and workmanship; and (ii) conform to the specifications agreed to by the Parties in writing. Seller warrants that Services will be performed in a workmanlike manner and such services will conform to industry standards at the time of performance.
   c. The FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND BUYER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) OR CONTRACTUAL OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF PROFITS, OR ANY OTHER DAMAGES RESULTING FROM THE USE OF THE EQUIPMENT OR SERVICES, RELATING TO THE INCORRECT OR UNCONTRACTUAL USE OR MALFUNCTION OF THE EQUIPMENT OR SERVICES, WHETHER DIRECT OR INDIRECT, ACTUAL, FORESEEABLE OR CONCEivable, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES RELATING TO PERSONAL INJURY, PROPERTY DAMAGE OR THIRD PARTY CLAIMS.

4. Limitation of Liability.
   a. SELLER WILL NOT BE LIABLE TO BUYER, FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF PROFITS, OR ANY OTHER DAMAGES RESULTING FROM THE USE OF THE EQUIPMENT OR SERVICES, RELATING TO THE INCORRECT OR UNCONTRACTUAL USE OR MALFUNCTION OF THE EQUIPMENT OR SERVICES, WHETHER DIRECT OR INDIRECT, ACTUAL, FORESEEABLE OR CONSEcutive, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES RELATING TO PERSONAL INJURY, PROPERTY DAMAGE OR THIRD PARTY CLAIMS.

5. Intellectual Property.
   a. All patent, technology, copyright, trade secret or other similar proprietary or intellectual property rights relating to the production, installation, delivery, operation, use, application or performance of Products, or other Confidential Information of Seller, and all improvements thereto, are and will remain the sole and exclusive property of Seller. No patent, technology, copyright, trade secret or other similar proprietary or intellectual property rights relating to the production, installation, delivery, operation, use, application or performance of Products, or other Confidential Information of Seller, and all improvements thereto, are and will remain the sole and exclusive property of Seller. No patent, technology, copyright, trade secret or other similar proprietary or intellectual property rights relating to the production, installation, delivery, operation, use, application or performance of Products, or other Confidential Information of Seller, and all improvements thereto, are and will remain the sole and exclusive property of Seller.

6. Claims.
   a. Buyer shall promptly notify Seller in writing of any claim for personal injury or tangible property damage to the extent caused by a defect in any Equipment. Seller's obligations to Buyer hereunder shall be subject to and conditioned upon Buyer providing Seller with written notice of all claims, which shall include: (a) written description of the claim, and any supporting documentation (including all factual matters related thereto), whether due to improper installation or operation of the Equipment or alleging a default in performance of any other obligation hereunder, and (b) proof of the amount of damages sustained by Buyer due to such defect or performance default.
   b. Buyer shall have the right to reject nonconforming Equipment upon delivery, inspection, or at any time during the warranty period, in which event Buyer shall notify Seller in writing of the defect or deficiency. Buyer's rejection shall be in writing and shall specifically state the basis for such rejection and shall be accompanied by evidence of the defect or deficiency.
   c. In the event of Buyer's nonpayment of purchase money for any reason, Buyer shall pay to Seller an amount equal to five percent (5%) of the total purchase price of such Products purchased before the time of default, plus interest from the date due at the rate of six percent (6%) per annum, or as otherwise required by law, or as otherwise agreed to in writing by the Parties, whichever is greater.
   d. No failure or delay in exercising any right or power hereunder shall operate as a waiver of any subsequent breach by either party.

7. Export.
   a. Buyer shall be solely responsible for obtaining all export licenses, authorizations, and any other necessary documents and shall indemnify and hold Seller harmless from any claims, costs, or liability arising from any breach of this Section. Seller shall not be responsible for any claims, costs, or liabilities arising from the sale, delivery, or use of Products, regardless of cause, in violation of any applicable export law or authorization. If Buyer shall fail to comply with Seller's instructions with respect to the Exportation of any Products, Buyer shall be responsible for any and all costs and expenses incurred by or on behalf of Seller in consequence thereof. Seller shall, in its sole discretion, and without prior notice, arrange for Buyer's freight forwarder to take delivery of the Equipment at the confirmed ship date. Buyer shall pay to Seller a storage and handling fee equal to a storage and handling fee equal to the sum of $50 per day for non-delivery, a storage and handling fee equal to the sum of $50 per day for non-delivery, or for so long as such information remains a trade secret under applicable law, whichever occurs first.

   a. No right or cause of action arising out of or relating to this Agreement shall be transferred or assigned by either party to any third party without the prior written consent of the other party. Any transfer or assignment in violation of this Section shall be void.
   b. governing Law. In no event shall Seller be liable for delay or other delivery failures.

9. Confidential Information.
   a. "Confidential Information" shall include all information furnished to Seller by Buyer in confidence and shall be used by Seller solely in connection with the performance of this Agreement, except as otherwise specified hereunder.
   b. "Confidential Information" shall be defined as confidential, proprietary, or which the receiving party knows or should know is being disclosed on a confidential basis, including without limitation pricing information, proposals, prints, drawings and all information in or related to the design, development, production, delivery, operation, use, application or performance of any of a party's technology, equipment, parts, or maintenance/services. Confidential Information does not include information which: (a) is known or independently developed by the receiving party prior to its disclosure by the other party, as evidenced by receiving party's records; (b) becomes a part of the public domain without breach of this Agreement by the receiving party; (c) is received from a third party without restriction and under conditions permitting its disclosure to others; or (d) is disclosed pursuant to judicial action or government regulations provided the receiving party notifies the disclosing party prior to such disclosure, and cooperates with the disclosing party in the event it elects to legally contest and avoid such disclosure.

10. Force Majeure.
   a. Seller will not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by, acts of God, acts of civil or military authorities, acts or omissions of carriers, war, strikes or labor disputes, accidents, fires, or inability to secure materials or transportation facilities, dissolution of a supplier's business, acts or omissions of carriers, or any other circumstance beyond Seller's reasonable control; provided, however, that Buyer will make payment for finished Equipment or component of the date of the Force Majeure event.
   b. Waiver. No failure or delay by either party to insist upon strict performance of any rights or remedies under this Agreement shall be construed as a waiver of any other exercise of such right or power preclude any other further exercise of any rights or remedies provided by law, unless agreed to by that party in writing. Any waiver of this Agreement shall not operate to construe as a waiver of any subsequent breach by either party.
   c. Assignment. This Agreement may not be transferred or assigned by Buyer without the prior written consent of Seller. Seller may assign its rights and obligations under this Agreement in whole or in part to an affiliate company or third party acquirer in the event of a merger, acquisition or sale of all or substantially all its assets.

11. Specific Performance. Buyer agrees that monetary damages may not be sufficient to remedy a breach of this Agreement and grants to Seller an equitable remedy, including specific performance, injunctive relief and other equitable relief.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the provision, shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

   a. Buyer shall be solely responsible for obtaining all approvals, authorizations, licenses and permits, unless otherwise specified under the applicable Incoterm agreed to by the parties, for the export of Equipment or Services or for so long in the event of a merger, acquisition or sale of all or substantially all its assets.

14. Governing Law. Any contract to which these Conditions apply shall be construed and take effect in all respects in accordance with English law and the Customer agrees to submit to the jurisdiction of the English Courts.

15. Payment. Quoted prices exclude taxes, freight and insurance and any duties and brokerage charges which shall be the sole liability and responsibility of Buyer. If Buyer is considered an "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of Seller's control such as tariffs, surcharges, and taxes which were not in effect at the time of the QUOTE and are deducted from the purchase price of the Equipment in excess of two percent (2%) above the price listed in the Quote. Each shipment is a separate sale and is subject to credit arrangements or to receipt of cash. If payment is not made in accordance with these terms, Buyer shall not be entitled to any relief, and in the event of Buyer's default, Seller shall be entitled to suspend the shipment of any other Equipment without the prior written consent of the other party. Any transfer or assignment in violation of this Section shall be void.

16. Governing Law. In no event shall Seller be liable for delay or other delivery failures.

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