

Dürr MEGTEC, LLC TERMS AND CONDITIONS OF SALE FOR PARTS AND FIELD SERVICES

1. GENERAL

- a. All parts, service, preventive maintenance repair or refurbishment services performed by Dürr MEGTEC, LLC ("MEGTEC" or "Seller") for Buyer are subject to these terms and conditions. Provisions in addition to or inconsistent with the terms herein shall not be binding on Seller unless such provisions are specifically accepted in writing by MEGTEC. Orders shall be binding only after acceptance by Seller in writing. These Standard Terms and Conditions shall apply to the exclusion of any additional or different terms and conditions stipulated or referred to by the Buyer in its pre-contract negotiations, authorization or purchase order or as otherwise implied by law, trade, custom, practice or course of dealing.
- b. These Standard Terms and Conditions ("Agreement") shall apply for all of Seller's performance. The most recent installation rates and service charges as applicable as published or applied from time to time shall apply for all of Seller's performance.

2. WARRANTIES, REMEDIES, AND LIMITATIONS

- a. Parts; Service; Preventive Maintenance:
Seller warrants its repair or refurbishment work to be free from defects in workmanship and material for a period of 90 days from completion of the work performed by Seller. During the warranty period, MEGTEC's liability and Buyer's remedy under this warranty are limited to repair or replacement of the part or service, which, in the judgment of MEGTEC, is deemed to have been defective in workmanship or material, with MEGTEC's maximum liability being limited to the original price Seller charged for the work performed. Should further damage be discovered while performing the work or additional components or services required beyond the written scope of work, the buyer will be informed of the additional cost. Seller will commence with the additional work after receiving written authorization acknowledging approval from the buyer. For components or units purchased by Seller, this warranty shall apply only to the extent of the warranty granted by the suppliers thereof. Seller will not pay for travel and living expenses incurred in connection with the repair or replacement, which expenses will be billed to the Buyer at MEGTEC's prevailing rates.
- b. Engineering Consulting Work:
MEGTEC warrants that it possesses the requisite knowledge and skill to perform those services and that MEGTEC will perform the engineering consulting work with the degree of skill and care currently exercised by consultants in good standing performing the same or similar services in the same or similar locality. If within one (1) year of providing the engineering consulting work, such work is proven by Buyer to be not in accordance with this warranty, then MEGTEC will re-perform the non-conforming work and will bear any associated MEGTEC travel and living expense. Any and all technical information, recommendations, and/or reports that may be furnished or provided by MEGTEC to the Buyer in the course of or as part of this contract will be furnished or provided **AS IS** and do not purport to set forth all discrepancies or hazards nor indicate other discrepancies or hazards do not exist. **MEGTEC ASSUMES NO LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM THE USE OF, ANY INFORMATION, METHOD, OR PROCESS DISCLOSED IN ANY INFORMATION, RECOMMENDATION OR REPORT ISSUED UNDER THE CONTRACT.**
- c. This warranty is conditional upon receipt by MEGTEC of written notice of defects within fifteen (15) days after discovery by Buyer within the warranty period. Unless Buyer provides MEGTEC with

written documentation of the maintenance performed on the allegedly defective work, MEGTEC reserves the right not to honor a warranty claim. Unless specifically agreed in writing, MEGTEC shall have no responsibility for the overall performance of Buyer's equipment not worked on by MEGTEC. This warranty does not cover any defects or failures due to (i) negligence, accidents, abuse, improper installation, improper operation, improper maintenance, improper storage procedures, improper electrical/mechanical interfacing of MEGTEC products with other products, electrical failure, or abnormal conditions of moisture, temperature, dirt, and corrosive matter, (ii) products tampered with or altered, modified or repaired by anyone not previously approved by Seller, (iii) products damaged in shipment or otherwise without MEGTEC's fault. This warranty does not include the cost of any labor or expenses incurred for diagnostic purposes or for the adjustment of products sold hereunder. Transportation charges and risk of loss for allegedly defective products will be assumed by MEGTEC only if returned by Buyer in strict accordance with written instructions and under a returned goods authorization from Seller. Replacement parts and charges associated with their replacement will be charged to the Buyer until defective parts are returned prepaid, accompanied by an Authorized Return of Goods Tag, to MEGTEC's plant in DePere, Wisconsin. If, in the opinion of MEGTEC, the parts are found to be defective, then credit will be given to the Buyer for the replacement parts. This warranty does not apply to experimental or non-standard products which are sold "as is".

- d. Seller warrants that the products sold hereunder will not in and of themselves infringe any patent issued by the United States of America. Seller's liability under this warranty is limited to Seller's defense of any suit or proceeding brought against Buyer based on a claim that any Seller product sold hereunder when employed in the manner intended by Seller constitutes an infringement of any patent issued by the United States. Seller's liability hereunder is conditioned upon Buyer's giving prompt written notice of any such claim made against Buyer, all such information available to Buyer and such assistance as required by Seller in respect to such claim and Buyer's granting to Seller exclusive control of the settlement and litigation of any such suit, proceeding or claim. If Buyer's use of the product in the manner intended by Seller is finally enjoined, Seller shall at its option: (i) procure for Buyer the right to continue using the product, (ii) replace same with a non-infringing product, (iii) modify the product so it becomes non-infringing but equivalent or (iv) remove the product and refund the purchase price (less allowance for use, damage and obsolescence). In no event will Seller be liable for any patent infringement based on the use of the product for a purpose other than that for which it is sold by Seller. Seller makes no warranty against patent infringement resulting from products made to Buyer's specification or the use of the product in combination with other products or in the practice of any process and if a claim, suit or action is based thereon Buyer shall defend, indemnify and save Seller harmless therefrom. Notwithstanding the foregoing, in no event shall Seller's liability to Buyer under this Section 2d exceed \$500,000 USD.
- e. Seller warrants to Buyer that it will convey good title to the Equipment sold hereunder. Seller's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or, at the election of Seller, to the replacement of the Equipment or any part thereof which is defective in title; provided, however, that the rights and remedies of the parties with respect to the patent

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infringement shall be limited to the provisions of paragraph (b) above.

- f. Buyer will provide to MEGTEC, in appropriate form, all data and information necessary for MEGTEC to perform the services requested from MEGTEC. Buyer understands and agrees that MEGTEC relies on the information Buyer supplies to MEGTEC and that MEGTEC's opinions and conclusions are based on the information provided by Buyer. Furthermore, Buyer will identify all hazards relevant to MEGTEC's work hereunder, and will promptly notify MEGTEC whenever Buyer observes or determines a deficiency in MEGTEC's work as a result of incomplete or incorrect information provided to MEGTEC. Buyer represents and warrants to MEGTEC that all information it supplies to MEGTEC during the term of this Agreement is true, accurate, and complete.
- g. MEGTEC'S FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN BY MEGTEC AND ACCEPTED BY BUYER IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN. IN NO EVENT SHALL MEGTEC BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, PRODUCTION OR PROFITS, NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON MEGTEC UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF MEGTEC.

3. INSTALLATION, PARTS, REPAIRS AND OTHER SERVICES

For installation, parts, repairs and other services, the following additional provisions shall apply:

- a. Safety. Buyer shall inform Seller personnel, at Buyer's own expense, of existing safety regulations and hazards and shall undertake all action for the protection of persons and property at the worksite.
- b. Support. Buyer, at its own expense, shall support Seller personnel in carrying out the work and, to the required extent, render all support services required under the agreement such as the preparation of the construction site, the provision of tools and cranes and elevators, the provision of water, steam, and electricity, etc.
- c. Timing. Buyer must complete the required support in a manner that ensures Seller's work can begin immediately upon the arrival of Seller's personnel and can be carried out without delay.
- d. Seller Action. If Buyer does not comply with its support or other obligations, Seller shall be entitled, but not obliged, to take the action to which Buyer is obliged at Buyer's expense.
- e. Delay. If Seller's performance cannot be carried out by Seller on grounds for which Seller is not responsible, Buyer shall compensate Seller for already rendered performance and any incurred time and expense.
- f. Return of Parts. Replaced parts shall become Seller's property.
- g. Deadlines. Should the performance fail or deteriorate prior to acceptance through no fault of Seller, Buyer shall pay Seller the price minus any savings in expenses. Repair deadlines are only binding if confirmed by Seller in writing.

4. DISCONTINUANCE OF SERVICE AND/OR WARRANTY; DEACTIVATION OF SOFTWARE; ELECTRONIC REMEDY

SELLER MAY DISCONTINUE THE FURNISHING OF ANY OR ALL SERVICE(S), OR CANCEL BUYER'S SERVICE(S) OR WARRANTY, OR DEACTIVATE INSTALLED SOFTWARE OR INSTALLED ELECTRONIC CONTROLS BY REMOTE MEANS, WITHOUT INCURRING ANY LIABILITY UPON SEVEN (7) DAYS WRITTEN NOTICE TO BUYER, IF: (1) PROVIDING SERVICE(S) WOULD VIOLATE ANY APPLICABLE LAW, REGULATION, COURT ORDER, OR OTHER LEGAL AUTHORITY; (2) ANY SUM OWED BY BUYER HAS NOT BEEN PAID WITHIN THE INVOICE DATE AGREED TERMS AND REMAINS UNPAID DURING THE SEVEN (7) DAY PERIOD FOLLOWING THE DELIVERY OF WRITTEN NOTICE OF NONPAYMENT TO BUYER; (3) BUYER FAILS TO COMPLY WITH A REQUEST BY SELLER FOR SECURITY FOR THE PAYMENT OF EQUIPMENT OR SERVICE(S); (4) BUYER HAS FAILED TO FULFILL AN AGREEMENT OR COMMITMENT TO PAY FOR EQUIPMENT OR SERVICE(S) PREVIOUSLY FURNISHED TO BUYER; OR (5) BUYER IS NON-COMPLIANT WITH ANY OTHER PROVISION OR REQUIREMENT SET FORTH IN ANY AGREEMENT BETWEEN SELLER AND BUYER.

DISCONTINUANCE OR CANCELLATION OF SERVICE(S), WARRANTY, OR DEACTIVATION OF INSTALLED SOFTWARE OR INSTALLED ELECTRONIC CONTROLS BY SELLER WILL NOT RELIEVE BUYER OF ANY OBLIGATION TO PAY FOR EQUIPMENT OR SERVICE(S) PREVIOUSLY FURNISHED TO BUYER OR FOR ANY TERMINATION OR OTHER CHARGES. UPON SELLER'S DISCONTINUANCE OR CANCELLATION OF WARRANTY, SERVICE(S), OR DEACTIVATION OF INSTALLED SOFTWARE OR INSTALLED ELECTRONIC CONTROLS TO BUYER, ALL APPLICABLE CHARGES, INCLUDING TERMINATION CHARGES, BECOME DUE. THE REMEDIES SET FORTH ABOVE ARE IN ADDITION TO ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO SELLER AT LAW OR IN EQUITY OR UNDER ANY OTHER PROVISION OF THIS AGREEMENT.

5. DELIVERY AND FREIGHT; RISK OF LOSS

Title to and risk of loss of all goods sold hereunder shall pass to Buyer upon delivery F.O.B. MEGTEC's plant to an agent of the Buyer including a common carrier. MEGTEC has the option to select point of origin shipment, method of transportation and routing of shipment. In no event will MEGTEC be liable for any delay, loss or damage in transportation however occasioned. All prices listed provide for standard packing for domestic shipment in accordance with MEGTEC's standard specifications. Special packaging shall be requested and invoiced accordingly.

6. PRICES, CREDIT AND PAYMENT

- a. Buyer shall pay for goods and services according to the terms of payment as specified on the face hereof or those terms specifically quoted to Buyer in writing. Pro rata payments shall become due as deliveries are made or as work is performed by Seller. Minimum billing by Seller shall be \$25.00 net. If any work is delayed by the Buyer, payments shall be made on the purchase price and the percentage of completion as determined by Seller. Seller shall be entitled to invoice in addition to the price quoted all additional wage costs, including premiums thereon incurred for overtime requested by Buyer. Price quotes shall remain firm for thirty days from the date of Seller's quote, but prices otherwise are subject to change without notice.

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- b. If Buyer shall fail to fulfill the terms of payment or if Seller at any time shall have any doubt as to Buyer's financial responsibility, Seller without liability to Buyer may decline to make further shipments or continue to perform services except against cash or satisfactory security at MEGTEC's option. In addition, Seller may claim interest on any late payment and claim compensation on any loss it has suffered, up to the agreed price.
- c. Parts shall remain the property of MEGTEC until paid for in full, to the extent that such retention is valid.
- d. If Seller is prevented from revising prices or from continuing any price already in effect by an action of government, Seller may cancel this contract or any undelivered portion thereof without liability to Buyer upon written notice of such termination to Buyer.
- e. In addition to any right of setoff or recoupment provided by law, all amounts due Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Seller shall have the right to setoff against or to recoup from any amounts due to Buyer and its affiliates/subsidiaries from Seller and its affiliates/subsidiaries.

7. TAXES, DUTIES AND EXCISES

In the absence of satisfactory evidence of exemption supplied to MEGTEC by Buyer, Buyer shall pay in addition to the price of the goods all taxes, duties, excises or other charges for which MEGTEC may be responsible for collection or payment to any government (national, state or local) upon, measured by or relating to the importation, exportation, production, or any phase or part of the production, storage, sale, transportation and/ or use of the goods identified on the face hereof.

8. CANCELLATION

- a. Requests for cancellation of any order by Buyer must be in writing and, if accepted by MEGTEC, will be subject to payment by Buyer on the following basis:

Any items or services which, upon receipt of a written notice of cancellation are within thirty calendar days of completion, are to be completed and paid for by the Buyer in full under the regular terms and conditions of billing. On all items for which materials have been purchased but on which no actual production or work has been started or performed, payment will be made on the basis of actual cost of materials purchased, plus 35% on the total of such cost and expenses. On all items or services which are not within thirty calendar days of completion, payment will be made on the basis of actual cost of labor (including without limitation engineering services), materials and supplies applied to the production of such items plus overhead expenses allocated in accordance with generally accepted accounting practice as applied by MEGTEC, plus 25% on the total of such cost and expenses; provided the total shall not exceed 90% of the contract price. In the event of cancellation of incomplete services or items, MEGTEC's figures shall be accepted as final and conclusive and Buyer's request for disposition of the material canceled shall be given to MEGTEC within thirty calendar days from date of notice to Buyer of the cost cancellation. Buyer's failure to request final disposition of canceled material within said thirty days shall be conclusive evidence of Buyer's agreement that MEGTEC may dispose of the canceled material as it sees fit without obligation of any nature by MEGTEC to Buyer. No refunds will be issued on completed custom equipment.

- b. MEGTEC may terminate its obligations hereunder in the event of insolvency of Buyer. Buyer shall be deemed to be insolvent if it has ceased to pay its debts as they become due, whether or not a petition has been filed under the federal Bankruptcy Code; or upon the filing of a voluntary or involuntary petition regarding Buyer under the federal Bankruptcy Code.

9. RETURNED MATERIAL

MEGTEC may, at its discretion, accept return of standard products for restocking credit. No products are to be returned without MEGTEC's prior written approval and an authorized returned goods authorization (RGA) number. Standard products authorized by MEGTEC for return are subject to a 10% service charge plus MEGTEC's original transportation costs and must be returned to MEGTEC, in their original condition, at Buyer's expense and risk of loss.

10. DELAY

- a. Buyer acknowledges that delivery dates for products and services sold hereunder are based on the assumption that there will be no delay due to causes beyond the reasonable control of MEGTEC.
- b. MEGTEC shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, production problems, acts of God or the public enemy, compliance with any applicable foreign or domestic court order or governmental regulation, order or request whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of MEGTEC. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost be reason of the delay, but this contract shall remain otherwise in effect and Buyer shall not be relieved of his obligations to accept delivery as so delayed.

11. ENGINEERING DRAWINGS

When applicable, general layout drawings will be submitted to the Buyer for approval and the Buyer (when applicable) and will be asked to approve or comment on these drawings in regard to the scope of the work and overall dimensions. In the event of interference, the Buyer will be responsible for supplying Seller with information that will eliminate interferences of Seller's equipment with other equipment, piping and wiring. Layout drawings will be used for the preparation of fabrication drawings after they are returned with the Buyer's approval or comments.

All additional engineering and/or drafting costs required to revise layout drawings and manufacturing drawings as a result of changes requested by Buyer after initial approval will be invoiced to the Buyer at MEGTEC's prevailing per hour rates.

Increases in manufacturing costs that result from such changes will be presented to the Buyer for approval of MEGTEC's increased price before work commences.

12. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIAL INFORMATION

Seller Technology is the sole property of Seller. Except as provided in this Section 12 and Section 13, Buyer acquires no right, title or interest in or to the use of Seller Technology. Software created by Seller qualifies as original works and constitutes copyrightable material. Buyer agrees to restrict the use of Seller Technology, and any other Seller confidential technical information, to the installation, testing, calibration, operation or maintenance of the Equipment purchased by Buyer.



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"Seller Technology" means the knowledge, information, discoveries, patents, patent applications, copyrights, mask works, concepts, ideas and other intellectual property owned by Seller and/or its subsidiaries or affiliates, whether patentable, copyrightable or not, including without limitation, know-how, processes, methods, formulae, software algorithms and techniques, and all manifestations or embodiments thereof and improvements made thereto and derivatives therefrom. It may be in electronic form or any other form.

Except as required by law, Buyer shall not use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of Seller it reasonably knows to be confidential or proprietary.

13. USE OF SELLER'S DRAWINGS, REPORTS, AND OTHER SUBMITTALS

Buyer shall have the right to reproduce any and all drawings, reports or other submittals received from Seller if such reproduction does not include any confidential, proprietary or work product information belonging to the Seller; if such reproduction includes such information, Buyer may reproduce such information only if it relates to the installation, testing, calibration, operation or maintenance of the Equipment.

14. SPECIFICATIONS

MEGTEC reserves the right to make product changes and modify product specifications without notice. MEGTEC shall be under no obligation to incorporate any such changes or modifications in products manufactured prior to implementation of such changes and medications. In cases of ambiguity in the specifications, drawings, designs, or other requirements of an order, Seller's reasonable interpretation of any such requirements shall be final.

15. STORAGE OF EQUIPMENT

If a delay in the shipping date is requested by the Buyer within 60 days before the scheduled shipping date, MEGTEC at its option may place the equipment in storage facilities and the Buyer will pay the cost of special handling, storage and insurance. Goods held for the Buyer shall be at the risk of Buyer.

16. SOFTWARE

The general terms and conditions of software providers for their software products contained in Seller's Equipment shall have priority over these General Terms and Conditions. Should such terms and conditions not be available, Seller can provide them to the Buyer upon request. Seller's Terms and Conditions shall be in supplement to the software providers. In the event the terms and conditions of the other providers are invalid, Seller's Terms and Conditions shall control. Buyer shall receive a perpetual, simple, non-exclusive right of use to Seller's software products. The grant of sublicense is not permitted. Seller is not obliged to provide the source code on which the software is based. Buyer may only process software products to the extent permissible under law. Buyer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without Seller's prior written consent.

17. LIMITATION OF LIABILITY

The total liability of MEGTEC and its subcontractors, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, shall not exceed the date of sale contract price. Except as to warranty of title to any goods furnished, all MEGTEC liability shall terminate upon the expiration of the warranty period specified in the contract, provided, however, that Buyer may enforce a claim of such

liability by an action timely commenced in a court of competent jurisdiction in accordance with the applicable statute of limitations and/or statute of repose, but in no event later than one (1) year after expiration of the warranty period.

18. CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER MEGTEC NOR ITS SUBCONTRACTORS SHALL BE LIABLE, WHETHER ARISING OUT OF CONTRACT (INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES), TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR ANY OTHER CAUSE OF OR FORM OF ACTION WHATSOEVER, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTION, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF BUYER'S CUSTOMERS, SUBCONTRACTORS, VENDORS OR SUPPLIERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, FINES OR PENALTIES ASSESSED OR LEVIED BY ANY GOVERNMENTAL AGENCY BASED ON THE OPERATION, NON-OPERATION, OR USE OF THE EQUIPMENT OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE, WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED ABOVE, ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER.

19. INDEMNITY

During the term of this Agreement and to the extent of its negligence, Seller will indemnify and save Buyer harmless at all times against any claims, damages, lawsuits, litigation, expenses, counsel fees and compensation for bodily injury, death or third-party property damage during its performance under this Agreement at Buyer's premises.

20. SECURITY INTEREST

Seller may, at its discretion, require a Security Agreement from Buyer pursuant to which Buyer will grant Seller a purchase money security interest in the Equipment purchased by Buyer from Seller and any proceeds therefrom. If so required by Seller, Buyer will execute all appropriate documents, including a form UCC-1, to perfect and evidence such security interest.

21. ASSIGNMENT AND NON-WAIVER

- This contract is not assignable or transferable by Buyer whether voluntary or by operation of law, in whole or in part, without the prior written consent of MEGTEC. Seller may transfer or assign this agreement without Buyer's prior consent provided that such assignment or transfer is to a parent company, or by way of merger, consolidation or acquisition of substantially all of Seller's assets.
- MEGTEC's failure to insist upon strict performance of any provision hereof shall not be deemed to be a waiver of MEGTEC's rights or remedies or a waiver by MEGTEC of any subsequent default by compliance with any of the terms hereof.

22. SEPARATE CONTRACT

Each delivery or project shall and may be recovered for as a separate and independent contract. If Buyer fails to fulfill the terms of order, purchase, or payment under this or any other contract with MEGTEC, MEGTEC without prejudice to other lawful remedies may at its option defer further shipments hereunder until such default is made good, treat such default as a breach of this entire contract or terminate this contract.

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23. ROYALTIES; MISCELLANEOUS

The purchase of equipment and services from MEGTEC confers no license, express or implied, under any patents. When goods identified on the face hereof include goods suitable for use according to Seller's patents, a royalty (amount obtainable upon request) is included in the purchase price. Goods identified on the face hereof may vary according to MEGTEC's established limits, sizes and tolerances in effect at the time of delivery in respect of such goods. ANY ADVICE FURNISHED BUYER CONCERNING THE USE OF THE GOODS SHALL REPRESENT MEGTEC'S BEST JUDGMENT IN THE CIRCUMSTANCES BUT IS ACTED UPON AT BUYER'S SOLE RISK.

24. INSURANCE

Seller shall maintain Commercial General Liability Insurance policies to protect Seller's legal liability and Workers' Compensation protection for Seller's employees. Upon written request, certificates evidencing the insurance in effect will be forwarded to the Buyer. If Buyer has requested to be named additional insured with a waiver of subrogation included by endorsement to Seller's Commercial General Liability Insurance policy, such additional insured endorsement and waiver of subrogation shall only be to the extent of any contractual indemnity obligations expressly assumed by Seller in this Agreement.

25. COMPLIANCE; EXPORT RESTRICTIONS

- a. Sales to Buyer are expressly made subject to any applicable laws, regulations, orders, or other restrictions on the export of the technology or information about the Equipment or the Equipment which may be imposed from time to time. Buyer shall not export the information about the Equipment or the Equipment without complying with such laws, regulations, orders, or other restrictions. Buyer agrees to indemnify and hold harmless Seller against all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent such claims arise out of any breach of this Section.
- b. Buyer shall not pay, make any offer or promise to pay, gift, or promise to give monies or anything of value; nor authorize any such pay, offer or promise to pay, gift, or promise to give by anyone acting for or on behalf of Buyer or Seller, to any person that is contrary to the provisions of any anti-bribery rules, including the Foreign Corrupt Practices Act.
- c. Notwithstanding anything to the contrary herein, Seller may terminate the purchase order at any time, without any liability or obligations to Buyer, if Seller believes, in good faith, that Buyer has violated Articles 25(a) or (b). Any action by Buyer which would or might constitute a violation of any provision of any anti-bribery rules or a request for such action from or by Buyer shall result in immediate termination of the purchase order without further liability or obligation of Seller.

26. ENTIRE AGREEMENT AND CONSTRUCTION

- a. The terms and conditions appearing on the face and back of this document constitute the entire agreement between Buyer and Seller with respect to the Equipment identified on the face hereof, in lieu of all others and superseding all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No modification shall be effected by the acknowledgment or acceptance of Buyer's purchase order forms or other documents containing terms and conditions different from or in addition to those contained herein.

- b. Acceptance or use by Buyer of any Equipment delivered hereunder shall be an acceptance of these as the only terms and conditions applying to the purchase and sale of said Equipment unless other terms and conditions are agreed to in writing signed by both parties specifically referring to this agreement.
- c. This agreement shall be interpreted in accordance with and the construction thereof shall be governed by the laws of the State of Wisconsin excluding the application of any conflict of law or choice of law provisions. Seller and Buyer hereby consent to the jurisdiction of the state circuit courts of Brown County, Wisconsin or the federal district court of the eastern district of Wisconsin, Green Bay Division, as applicable.
- d. If any court of competent jurisdiction holds that any provision of these terms and conditions is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the terms and conditions will not be affected or impaired, and all remaining terms of these terms and conditions remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.
- e. Captions as used in these terms and conditions are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

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27. DISPUTE RESOLUTION

Seller and Buyer shall attempt in good faith to resolve any dispute arising out of or relating to the agreement by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the agreement. Either party may give the other party notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include: (a) statement of that party's position and summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and

of any other person who will accompany the executive. Within 30 days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. If the dispute has not been resolved by non-binding means as provided herein within 60 days of the initiation of such procedure, either party is not precluded from initiating litigation; provided, however, that if one party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate litigation before the expiration of the above period.

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BUYER

By: _____

By: _____

Date: _____

Date: _____