

QUOTE

PRICE VALID FOR 30 DAYS

**ALTEK, L.L.C.
TERMS AND CONDITIONS OF CONTRACT OF SALE
(Effective from June 1, 2020)**

1. GENERAL

1.1 These terms and conditions of sale ("Terms") are the only terms which govern the sale of Goods and Services by ALTEK, L.L.C., an Ohio limited liability company with offices at 380 Lapp Road, Suite A, Malvern, PA 19355 (the "Seller") to the Buyer named in the order (the "Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of that contract shall prevail to the extent they are inconsistent with these terms.

1.2 The accompanying Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

1.3 No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase conditions, purchase order, confirmation of order, specification or other document provided by the Buyer shall form part of the Agreement except to the extent that the Seller otherwise agrees in writing. No variation of these Terms, an Order, or the Agreement shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.

1.4 Each Order by the Buyer to the Seller shall be an offer to purchase the Goods and/or Services subject to these Terms. If the Seller is unable to accept an Order, it shall notify the Buyer as soon as reasonably practicable. The Seller may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods and/or Services shall arise, until the earlier of:

- (a) the Seller's written acceptance of the Order; or
- (b) the Seller shipping the Goods or notifying the Buyer that they are available for collection (as the case may be), or
- (c) the Seller commencing to perform the Services.

1.5 Rejection by the Seller of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Buyer.

1.6 The Seller may issue quotations to the Buyer from time to time. Such quotations are not an offer to supply the Goods and are incapable of being accepted by the Buyer.

1.7 Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order.

1.8 All descriptions, specifications, drawings and any particulars of weights and dimensions included in the Seller's proposal are approximate only and such material as is contained in the Seller's catalogues and other advertising matter is intended merely to illustrate the Goods described therein and will not form part of the Agreement unless otherwise agreed in writing.

2. DEFINITIONS

2.1 In these Terms:
"Confidential Information" shall mean any commercial, financial or technical information relating to the Seller, its products, services, personnel, suppliers, plans, intellectual property, know-how or trade secrets, information relating to the Goods and/or Services and other information which, given its nature or circumstances of disclosure, reasonably ought to be treated as confidential or has been identified as such whether or not such information is made available prior to or pursuant to this Agreement.
"Factory Acceptance Test" shall mean the test performed by Seller prior to shipment of the Goods.
"Goods" shall mean the parts, goods, materials or equipment specified or referred to in the Order.

"Handover/Acceptance Certificate" shall mean a document signed by both parties confirming that the Goods and/or Services have been provided in accordance with the specifications in the Order.

"Installation" shall mean installing and commissioning of the Goods by the Seller at the Buyer's site as identified on the Order.

"Intellectual Property Rights" shall mean all intellectual property rights owned or used by the Seller in connection with the manufacture, marketing and supply of the Goods or provision of Services, including copyright, rights related to copyright, patents, rights in inventions, know-how, trademarks, service marks, business names, goodwill and the right to sue for passing off, domain names, and rights in relation to Confidential Information, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" shall mean an order for Goods and/or Services from the Seller placed by the Buyer in the form of a purchase order or scope of supply supplied by the Seller to the Buyer.

"Services" shall mean any work or service specified or referred to in the Agreement other than the supply of goods (including Installation and Training).

"Training" shall mean training provided by the Seller to personnel of the Buyer in relation to the safe operation and maintenance of the Goods.

2.2

A reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. Headings in these Terms are for convenience only and shall not affect their interpretation. The words 'includes', 'including' or 'in particular' where they appear after a word or phrase shall not operate to restrict or limit the generality of such preceding word or phrase.

3. PRICE

3.1

The price for the Goods and/or Services (the "Price") shall be as set forth in the Order. All amounts payable by the Buyer (unless stated otherwise) are exclusive of:

- (a) packaging, transport, freight and insurance;
- (b) all duties, taxes, impositions, customs, handling, levies or other charges made by the government or official authority of the country of the Buyer or of the country to which the Goods are to be delivered or exported; and
- (c) sales, use, excise, value added taxes or other applicable taxes due on such amount which shall be payable by the Buyer in addition thereto. In the event that any withholding tax or any other tax (other than income tax applicable to the Buyer) has the effect of reducing the amount of money which the Seller would have been entitled to receive but for such tax, the Buyer will be liable to pay to the Seller an additional sum to make up for such reduction.

3.2

Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

4. PAYMENT

4.1

All payments due to the Seller under the Agreement shall be made in full by the Buyer to the Seller without any deduction or set-off when due. Payment shall be made in United States Dollars by wire transfer to the Seller's nominated bank account, unless the Seller agrees in writing otherwise.

4.2

The Seller's invoice(s) in respect of Goods will be submitted and shall be payable by the Buyer as follows unless otherwise agreed in the Order:

- (a) 50% of Price of Goods (down payment) will be invoiced on receipt of Order, and will be payable immediately.
- (b) 40% of Price of Goods will be invoiced upon completion of Factory Acceptance Test, and will be payable prior to release of shipment.
- (c) 10% of Price of Goods will be invoiced on delivery of Goods (with the date of delivery being the date specified in the Order), and will be payable within 30 days of the date of the invoice.

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- 4.3** The Seller's invoice(s) in respect of Services will be submitted and shall be payable as follows unless otherwise agreed in the Order:
- (a) 50% of Price of Services will be invoiced on receipt of the Order, and will be payable immediately; and
 - (b) 50% of Price of Services will be invoiced on completion of commissioning, and will be payable within 30 days of the date of the invoice.
- 4.4** Buyer shall pay interest on all late payments at the lesser of the rate of one and one half (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder.
- 5. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**
- 5.1** Delivery of the Goods and provision of the Services shall be made to the Buyer in such manner and at the place specified in the Order (the "Delivery Point").
- 5.2** The Seller will normally notify the Buyer in writing that the Goods are ready for delivery seven (7) days in advance of delivery. Where the Buyer fails to confirm the due date of delivery within such period or requests that the date of delivery be delayed the Seller shall be at liberty to arrange for storage of the Goods at the Buyer's sole risk and expense until the delayed delivery date. In those circumstances, upon delivery into storage by the Seller, risk in the Goods shall pass to the Buyer accordingly.
- 5.3** Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the Order.
- 5.4** Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Order, and any such dates shall be estimates only.
- 5.5** With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 6. TITLE AND RISK OF LOSS**
- 6.1** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.
- 7. INSPECTION AND REJECTION OF NONCONFORMING GOODS**
- 7.1** Buyer shall inspect the Goods within ten (10) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means the product shipped is different than identified in Order.
- 7.2** If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, (ii) repair the Nonconforming Goods, or (iii) credit or refund the Price for such

- Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the Nonconforming Goods to Seller's facility named in the Order. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replaced Goods to the Delivery Point.
- 7.3** Buyer acknowledges and agrees that the remedies set forth in Section 7.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 8. INSTALLATION AND TRAINING**
- 8.1** The Seller shall undertake the Installation and the Training during normal business hours.
- 8.2** The framework for Installation and Training is set out in Schedule 1, however:
- (a) the details of the Installation may be amended by the Seller as appropriate taking into account the specific details of the Goods, the Buyer's site and other factors as the Seller may reasonably consider relevant; and
 - (b) additional details and timing of the delivery of the Training shall be set out in the Order, or as otherwise agreed in writing between the parties prior to the Installation.
- 8.3** The Installation and Training shall be complete within three (3) months of delivery of the Goods, and unless the parties agree that an extension or any delays are solely due to the Seller's default, the Seller shall be under no obligation to provide the Installation or Training, or any part thereof, after expiration of the three (3) month period but the Buyer will remain liable for any fees in relation to the same.
- 8.4** The Buyer undertakes to obtain all necessary licences, consents and permissions (including insurances) and ensure that any other requirements of a statutory nature in respect of the Goods and their Installation have been obtained and complied with.
- 8.5** The Buyer shall ensure that the ground, bases and/or other means of support for the Goods are in all respects in a suitable state of repair and condition, for the effective and safe Installation of the Goods in accordance with good practice and any specific requirements notified by the Seller to the Buyer.
- 8.6** Without prejudice to any other rights the Buyer may have arising under any conditions herein contained the Buyer shall fully indemnify the Seller in respect of any loss, claim, liability and expense incurred by the Seller due to any failure or delay of the Buyer to fulfil its obligations under Sections 8.4 and 8.5.
- 9. COMPLETION DATES**
- 9.1** The Seller shall use reasonable efforts to perform its obligations by the date(s) mutually agreed with the Buyer but time is not of the essence of any date or period specified in the Agreement in relation to the Seller's obligations.
- 9.2** The Seller shall not be liable for any delay in or failure of delivery of Goods and/or Services caused by the failure of the Buyer or its subcontractors to provide the Seller with adequate instructions, prepare and make available the delivery and/or installation location, or by the Buyer or its subcontractors providing the Seller with inaccurate or incomplete instructions. In such circumstances, the Seller shall be given an appropriate extension of time for completion to take account of such delay or failure by the Buyer.
- 10. DELAY AND SUSPENSION**
- If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. If the circumstances causing the delay of performance of the Agreement continue for more than thirty (30) days the Seller shall be entitled to suspend the work on the Agreement until the circumstances delaying performance cease to exist (a "Suspension"). In the event of any Suspension Buyer shall pay to the Seller all expenses incurred by the Seller arising out of such delay or suspension in addition to the Price.
- 11. FORCE MAJEURE**
- The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of

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this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. FURTHER ASSURANCES

The Buyer shall promptly provide to the Seller whenever requested, with all further information and assistance that the Seller may reasonably require under the Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Buyer acknowledges that any Intellectual Property Rights in relation to the Goods or Services ("**Seller's Intellectual Property Rights**") belong to the Seller or its licensors.

13.2 The Buyer accepts that:

- (a) it is only permitted to use the Seller's Intellectual Property Rights for the purpose of receiving the benefit of the Goods or Services as contemplated under the Agreement or only as authorized by the Seller in writing;
- (b) save as provided for immediately above, it has and shall have no right to use or to allow others to use the Seller's Intellectual Property Rights in whole or in part. It shall not seek to assert or register any right or interest in the Seller's Intellectual Property Rights without the Seller's express consent;
- (c) it shall not use (or authorize the use of) any trademarks, trade names or get-up which resemble the Seller's own trademarks, trade names or get-up which would therefore be likely to confuse or mislead the public or any section of the public;
- (d) it shall not remove, alter or otherwise tamper with any of the Seller's trademarks, trade names, logos, numbers or other means of identification on the Goods or the packaging therefor which come into the Buyer's possession, custody or control, and shall not place any trade mark or trade name of its own on the Goods or any packaging or other materials used in connection therewith; and
- (e) it shall not do or omit to do, or authorize any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Seller's or its licensors' ownership of or the validity and enforceability of the Seller's Intellectual Property Rights.

14. TERMINATION

14.1 In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer:

- (a) fails to pay any amount due to the Seller when due; or
- (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditor; or
- (d) the Buyer ceases or threatens to cease to carry on its business or any part of its business.

14.2 On termination of the Agreement under Section 14.1, the Buyer shall pay the Seller for all work performed and materials bought up to and including the date on which the Agreement is terminated plus a sum equal to total out of pocket expenses incurred by the Seller in connection with the Agreement, including but not limited to any charges made to the Seller by suppliers for termination, plus a reasonable sum for overhead expenses and lost profits as determined by the Seller which the Seller may submit an invoice for, which invoice shall be payable immediately on receipt.

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14.3 In addition to any amounts due under Section 14.2, on termination or expiration of the Agreement the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of the Goods and Services delivered but for which no invoice has been submitted, the Seller may submit an invoice, which shall be payable immediately on receipt. In no circumstances shall the Seller be required to refund amounts paid by the Buyer to the Seller prior to date of termination or expiration.

15. LIMITED WARRANTY

15.1 Seller warrants to Buyer that for a period of twelve (12) months from the date of delivery or three (3) months from delivery date in the case of Goods supplied as reconditioned or used (as applicable, the "**Warranty Period**") that such Goods will materially conform to the specifications set forth in the Order will be free from material defects in material and workmanship. This warranty excludes "consumable" products such as sow molds, filters, seal kits, and other routinely replaced items. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

15.2 **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 15.1 ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

15.3 Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 15.1. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

15.4 The Seller shall not be liable for a breach of the warranty set forth in Section 15.1 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

15.5 Subject to Section 15.3 and Section 15.4 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Where repairs are agreed to be carried out at the Buyer's premises, the Buyer shall ensure that adequate safe access is made available to the Seller, its agents and employees at all times for the purposes of inspecting the Goods and effecting the necessary repairs. Any Goods or parts repaired or replaced under this Section 15 will be subject to the limited warranty contained herein only during the balance of the original Warranty Period as aforesaid and any parts of Goods removed by the Seller shall remain or become the property of the Seller.

15.6 Subject to Section 15.3 and Section 15.4 above, with respect to any Services subject to a claim under the warranty set forth in Section 15.1, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

15.7 **THE REMEDIES SET FORTH IN SECTION 15.5 AND 15.6 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 15.1.**

16. LIMITATION OF LIABILITY

16.1 **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL,**

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INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD UNDER THE APPLICABLE ORDER.

17. ASSIGNMENT
Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. INDEMNITY
18.1 Each party (as the "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, affiliates, successors and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Party (collectively, "Losses"), to the extent caused by any negligent or more culpable act or omission of the Indemnifying Party (including any reckless or willful misconduct), any breach of this Agreement by the Indemnifying Party, or any failure by the Indemnifying Party to comply with applicable law. In the event Losses are caused by the joint or concurrent negligence of Buyer and Seller, the Losses shall be borne by each party in proportion to its degree of negligence.

18.2 The Buyer shall at all times maintain reasonable insurance coverage with a reputable insurer in respect of any and all such liabilities referred to in Section 18.1 above and shall when requested to do so by the Seller provide evidence that any and all such insurance is in force.

19. SITE FACILITIES
19.1 If under the Agreement, the Seller or any of its employees, agents and subcontractors is required to install the Goods and provide any of the Services at the premises of the Buyer or of any third party as agreed hereunder (the "Site"), the Buyer:

- (a) shall provide a safe and suitable place for Installation of the Goods at the Site and shall provide all necessary foundations for Installation of the Goods;
- (b) shall provide all necessary electricity, fuels, lubricants, water, light, compressed air, power and lifting tackle, other consumables, materials and suitable storage facilities in order to enable the Seller to undertake any obligation the Seller may have to perform at the Site;
- (c) acknowledges and agrees that where commissioning and/or Installation of the Goods at the Site is delayed through no fault of the Seller then the Seller shall be entitled to be paid for additional time spent at Site (and further expenses incurred by the Seller) to enable such commissioning and/or Installation; and
- (d) acknowledges and agrees that the Seller shall not be liable to the Buyer in any way if the physical conditions at the Site or if any consumable at the Site are not of the standard required to operate the Goods or if through no fault of the Seller damage to the Goods otherwise arises at the Site.

20. CONFIDENTIALITY
20.1 The Buyer shall keep confidential all Confidential Information of the Seller and shall only use the same as required to perform or exercise its rights under the Agreement and shall not disclose or reveal the Seller's Confidential Information, except in so far as expressly permitted in accordance with this Section 20.

20.2 The provisions of this Section 20 shall not apply to disclosure of information:

- (a) which was in the public domain at the date of the Agreement or which comes into the public domain, other than as a consequence of any breach of the Agreement or any related agreement by the Buyer;
- (b) any information which can be shown to have been independently known to or developed by the Buyer without reference to the Seller's Confidential Information; or
- (c) that the Buyer is compelled to disclose by a court or regulatory authority, in which case (where lawfully permitted) it will inform the Seller of any actual or potential disclosure of its Confidential Information as soon as possible.

20.3 The Buyer may disclose or make the Seller's Confidential Information available to the Buyer's directors, officers, employees, authorised representatives and advisers in so far as such disclosure is necessary in connection with the Agreement or its enforcement but on the condition that those parties are themselves subject to binding confidentiality obligations in respect of such Confidential Information that are at least as restrictive as those hereunder.

20.4 This Section 20 shall survive termination or expiration of the Agreement.

20.5 The Buyer shall not make any public announcement regarding the Agreement, Goods or Services, except with the Seller's prior written agreement.

21. NOTICES
All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. SEVERABILITY
If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provisions of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. REMEDIES AND WAIVER
The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Seller. No failure to exercise, or delay in exercising, any right, remedy power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. SURVIVAL
Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Intellectual Property Rights, Termination, Limited Warranty, Limitation of Liability, Indemnity, Confidentiality, Notices, Separation, Remedies and Waiver, Survival, Compliance With Laws, Data Protection, Governing Law, Jurisdiction and Venue, and No Third-Party Beneficiaries.

25. COMPLIANCE WITH LAWS
Buyer shall comply with all applicable laws, regulations, and ordinances, including but not limited to all anticorruption laws and all anti-slavery and anti-human trafficking laws. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

26. DATA PROTECTION
Buyer shall comply with all applicable data protection legislation in relation to the provision and receipt of services and the sale and purchase of any Goods under this Agreement.

27. GOVERNING LAW, JURISDICTION AND VENUE

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All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the United States District Court located in the Middle District of Pennsylvania or the courts of the Commonwealth of Pennsylvania located in Chester County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. To the fullest extent allowed by law, each party hereby irrevocably waives the right to any jury trial with respect to any dispute arising under, in connection with, or related to this Agreement. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Agreement, including any amendments or changes to this Agreement.

28. NO THIRD-PARTY BENEFICIARIES

The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

INSTALLATION AND TRAINING – MODEL PROCESSES

The following sets out the typical steps in the processes of Installation and Training for Goods purchased from the Seller.

1. Dross Press

- 1.1 The Buyer takes delivery and sites the Goods in the agreed location at its site.
- 1.2 The Seller's engineer arrives to supervise the Buyer's engineers during the Installation and commissioning of the Goods.
- 1.3 Once installed and commissioned, the Seller's engineer will start up the Goods and test it, resolving evident snag items.
- 1.4 The Seller's engineer will provide Training to nominated personnel of the Buyer.
- 1.5 A site handover will be reviewed and completed by the Seller's engineer and signed off by both the Seller and the Buyer's representative.
- 1.6 A Handover/Acceptance Certificate will be signed by both parties.
- 1.7 Steps above typically completed during a five to seven day period.
- 1.8 Additional performance testing may take place as agreed between the parties in the Order.

2. Electromagnetic Stirrer

- 2.1 The Buyer takes delivery and sites the Goods under or beside a furnace.
- 2.2 The Seller's engineer arrives to supervise the Buyer's engineers during the mechanical installation.
- 2.3 The Seller's engineer will attend shortly after the mechanical installation to supervise the electrical installation.
- 2.4 Once installation is completed, the Seller's engineers will commence with the cold commissioning of the Goods.
- 2.5 Following cold commissioning, when the furnace is in use, the Seller's engineers will commence with the hot commissioning and start up.
- 2.6 The Seller's engineer will provide Training to nominate personnel of the Buyer.
- 2.7 A Handover/Acceptance Certificate will be signed by both parties.
- 2.8 Steps above typically completed during a five to seven day period.
- 2.9 Additional performance testing may take place as agreed between the parties in the Order.