

IEP TECHNOLOGIES, LLC ("SELLER")

TERMS AND CONDITIONS OF SALE

THE TERMS AND CONDITIONS REFERENCED ON THE FACE SIDE OF THE SALES ACKNOWLEDGEMENT AND SPECIFIED BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO ANY SALE OF GOODS CONSUMMATED PURSUANT TO THIS SALES ACKNOWLEDGEMENT, AND NO OTHER TERMS AND CONDITIONS SHALL BE OF ANY FORCE OR EFFECT. SELLER'S ACCEPTANCE OF THE BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON ACCEPTANCE BY BUYER OF THESE TERMS AND CONDITIONS. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS IF ANY PART OF THE DESCRIBED GOODS IS ACCEPTED. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT, UNLESS BUYER AND SELLER SPECIFICALLY AGREE IN WRITING ON TERMS AND CONDITIONS DIFFERENT FROM THOSE CONTAINED HEREIN.

PART I - EXPLOSION PROTECTION PRODUCTS

1. WARRANTY PROVISIONS APPLICABLE TO INDUSTRIAL EXPLOSION PROTECTION PRODUCTS OF IEP TECHNOLOGIES, LLC

(a) Seller hereby warrants for a period of twelve (12) months after installation by the Buyer, but not to exceed eighteen (18) months after shipment by the Seller, that (a) all goods delivered hereunder by IEP Technologies, LLC and any installation performed by IEP Technologies, LLC will be free from defects in material and workmanship, and (b) any explosion protection systems specifically engineered by IEP Technologies, LLC for the Buyer and approved by IEP Technologies, LLC's principal office ("Engineered Systems") will diminish the risk of explosions and reduce damage in accordance with industry standards prevailing in the manufacture of explosion, suppression, venting and isolation devices. All goods will be preserved, packaged and shipped in accordance with Seller's normal and customary practice.

(b) Buyer agrees that it will not begin operation of any explosion protection system until IEP Technologies, LLC has conducted a final inspection of such system and has notified the Buyer in writing that it is ready for operation (except for vents, flameless vents and passive (self-actuated) isolation valves. Buyer further agrees that Buyer will install (unless installation is performed by IEP Technologies, LLC), operate and maintain any explosion protection system in accordance with the system manual provided by IEP Technologies, LLC, which shall contain a description of the system, procedures for its installation, operation and maintenance and any applicable warnings or special requirements. The warranties provided herein shall not apply if Buyer fails to fulfill any of these obligations.

(c) IEP Technologies, LLC Engineered Explosion Protection Systems are designed to diminish Buyer's risk of an explosion and to reduce any resulting damage through use of detection, suppression, venting and/or isolation devices. However, IEP Technologies, LLC CANNOT GUARANTEE, AND NO WARRANTY IS MADE, THAT ANY EXPLOSION PROTECTION SYSTEM OR OTHER GOODS DELIVERED BY IEP TECHNOLOGIES, LLC WILL PREVENT SUCH RESULTING DAMAGE FROM OCCURRING IN ANY MANUFACTURING OR PROCESSING OPERATION. Buyer understands that corrosion, heat, dirt, debris, and/or changes in material specifications and in the manufacturing or processing environment, parameters or tolerances, or improper maintenance of the system can all reduce the effectiveness of any explosion protection system. The IEP Technologies, LLC explosion protection system is designed to minimize risk of damage resulting from an incipient explosion occurring within the protected equipment as specifically indicated. Other hazards may exist which are outside the scope of this protection. These may include, but are not limited to external dust build-up, external fires, and any external mechanical disruptions. This system is not intended to take the place of proper repair, and or maintenance of process equipment, or good housekeeping. Customer should follow good safety practices, provide and maintain adequate safety equipment and services throughout its process, and ensure that all personnel are advised and trained in respect of all such safety equipment, practices and procedures.

(d) Any and all representations about suitability of any intended use or application are limited to those applications, uses and specifications set forth and provided to IEP by the Buyer in any requests, drawings, schematics, specifications, or other documents as provided by the Buyer. Buyer specifically waives any and all claims against IEP, its agents and representatives, for liability based on representations not specifically set forth in the requests, drawings, schematics, specifications, or other documents as provided by the Buyer.

2. DISCLAIMER OF WARRANTIES - EXCEPT FOR THE WARRANTIES CONTAINED IN ITEM 1(a) AND ITEM 1(b) ABOVE, THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

Seller's liability or obligation pursuant to any warranty does not extend to any goods or parts thereof which have been (a) furnished by Buyer or obtained from other manufacturers or suppliers at Buyer's request or to Buyer's specifications, (b) installed, operated, maintained, repaired, or altered improperly or otherwise than in conformity with Seller's manuals and other applicable instructions, or in the case of any explosion protection system, without IEP Technologies, LLC's final inspection thereof as required by Item 1(b) hereof, or (c) subject to misuse, accident or neglect.

Buyer acknowledges that Seller will rely upon information provided by Buyer, in writing or otherwise, to design and fabricate an explosion protection system tailored for Buyer's process. Seller assumes no responsibility or liability for the adequacy of any design, specification, drawing, or material furnished or specified by the Buyer.

Buyer acknowledges that Seller has informed the Buyer of several explosion protection options and that Buyer is solely responsible for the final selection. In reaching its final selection, Further, Seller has not conducted and is not presenting this contract as a formal risk analysis of the process. Buyer shall refer to NFPA guidelines, its insurer and applicable local authorities having jurisdiction (AHJ) to determine requirements for a current expert risk analysis.

3. LIMITATION OF LIABILITY - Buyer's exclusive remedy against Seller and for any breach of or default under this contract (including any breach of warranty), any act or omission of Seller (including its negligence), or any defect in any goods ordered or delivered hereunder (including under strict liability in tort) shall be, at the Seller's option, (a) the repair or replacement of goods with respect to which claims are made, or if IEP Technologies, LLC performs installation, repair of any installation with respect to which claims are made, or (b) the refund of the purchase price for such goods, less a reasonable charge for any actual use thereof which has been made by the Buyer. To the extent permitted by law, the aggregate liability of Seller hereunder whether in contract, tort (including negligence) or otherwise, will be limited to the contract value, provided however the foregoing limitation does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller. All claims by Buyer against Seller must be made in writing within the following time periods: (i) all claims for breach of the warranty set forth in Items 1(a) and 1(b) above must be made in writing within 30 days after the alleged defect becomes or should have become apparent to the Buyer and prior to the expiration of the applicable warranty period; (ii) all claims for shortages must be made in writing within 10 days after receipt of the goods in respect of which any such shortage is claimed, and should be accompanied by Seller's packing slip or photo static copy thereof; and (iii) all other claims must be made within 30 days of receipt by Buyer of the goods delivered hereunder. All claims will be deemed waived by the Buyer unless made within the periods set forth herein. If the Seller so requests, the Buyer must either permit Seller to inspect the goods, or if the goods have not been installed, return to the Seller any goods with respect to which any claims are made (free and clear of all encumbrances) in accordance with the Seller's shipping instructions and with shipping charges prepaid; provided that Seller will reimburse Buyer for reasonable shipping charges actually incurred by Buyer at the request of Seller if it is found that any such returned goods failed to comply with the warranty set forth in Items 1(a) and 1(b) above. Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise, notwithstanding any indemnity or other provision to the contrary.

4. TERMS OF PAYMENT - Unless otherwise stated on the face hereof, all payments shall be in United States dollars, and a pro-rata payment shall become due as each shipment is made hereunder if less than all the goods to be delivered under this contract are shipped at any one time. For sales made in Canada and the United States, unless otherwise stated on the face hereof, payment with respect to goods ordered is due 30 days following invoice by the Seller. If the Buyer pays the entire amount due in accordance with Seller's invoice within ten days following invoice by the Seller, Buyer shall automatically be entitled to a discount of 1/2%, provided that Buyer has paid any and all sums of money previously owed by the Buyer to the Seller. For sales made in Canada and the United States, all indebtedness outstanding after the date due shall bear interest at the rate of 1-1/2% per month or the highest rate permitted by applicable state law, whichever is less. The payment terms for sales other than United States and Canada sales shall be as set forth on the face hereof or as expressly agreed by the parties. If Seller shall be required to institute legal proceedings for the collection of any past due indebtedness, Buyer shall reimburse Seller for its reasonable costs and expenses, including without limitation, attorneys' fees, incurred in connection therewith.

5. TAXES - In addition to the purchase price, Buyer shall pay to Seller the amount of any and all applicable duties, or sales, use, excise, value added or similar taxes imposed upon Seller on account of the sale or transportation of the goods delivered hereunder. Unless appropriate exemption certificates are furnished to Seller, any such taxes will be added to the invoices as separate items.

6. RETURNS, CANCELLATIONS AND DEFERRED ORDERS - Goods may be returned only with the prior written authorization of Seller in its sole discretion and subject to such restocking fee as the Seller may establish; it being understood, without limiting the generality of the foregoing, that custom-ordered goods may never be returned. Goods returned to Seller without such prior authorization shall be returned to Buyer freight collect; and in any event, all goods returned to Seller must be shipped with shipping charges prepaid. Orders may be cancelled by Buyer prior to shipment subject to a cancellation charge as determined by Seller in its sole discretion. Orders may be deferred or modified prior to shipment subject to such revision in price or charge for work already in progress as may be determined by Seller in its sole discretion.

7. DELIVERY AND FORCE MAJEURE - Shipping dates are estimates only, and Seller in no way guarantees that ordered goods will be shipped in accordance with estimated shipping schedules. Under no circumstances shall Seller be liable for any loss, damage or delay due to any cause beyond its reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. If delivery is thus delayed for more than 120 days, either Buyer or Seller may (by notice) cancel an order without liability therefore with respect to any goods remaining undelivered, provided that the remaining provisions of this contract shall remain unaffected.

8. SHIPMENT AND TITLE - The term "shipment" means delivery to the initial carrier in accordance with the delivery terms of the shipping order. Seller may make partial shipments. All shipments made by Seller shall be FCA Marlborough, Massachusetts, unless otherwise stated on the face hereof. Seller shall select the method of transportation and route of any shipment, unless Buyer specifies the method and route and is to pay freight cost in addition to the price. If any shipment is FCA destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska and Hawaii) nearest the destination. For shipment outside the United States, the Seller shall arrange for inland carriage to a port of exit, and Buyer shall be responsible for overseas carriage and preparation of any necessary, related documentation. Seller shall cooperate with Buyer's agents in making such arrangements and preparing such documents. Title to all goods sold hereunder, and, except as provided in Item 7 hereof, risk of loss or damage thereto, shall pass to Buyer at the point of manufacture.

9. ACCEPTANCE OF ORDERS - Seller shall have no obligation, nor shall Seller be bound, with respect to any order unless the order has been accepted, on behalf of the Seller, by a member of the Seller's order entry group at Seller's principal place of business in Marlborough, Massachusetts. Furthermore, at its discretion, Seller may elect not to accept any orders submitted by Buyer and may, at any time, change the price of goods under the order. In the event Seller elects to change the price of any goods for which an order has already been accepted by the Seller, the Buyer may elect to cancel the order without any liability therefore.

10. INDEMNIFICATION - BUYER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ON ACCOUNT OF ANY INJURY OR DEATH OF ANY PERSON (INCLUDING BUYER'S EMPLOYEES) OR ANY DAMAGE TO ANY PROPERTY RESULTING FROM (A) BUYER'S UNLOADING, STORAGE, HANDLING OR USE OF THE GOODS SOLD HEREUNDER (EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE ATTRIBUTABLE TO THE SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), (B) BUYER'S FAILURE TO STRICTLY COMPLY WITH ALL OF SELLER'S APPLICABLE INSTRUCTIONS AND WARNINGS (INCLUDING WITHOUT LIMITATION ANY MANUALS DELIVERED BY SELLER TO BUYER) (C) BUYER'S OPERATION OF ANY EXPLOSION PROTECTION SYSTEM PRIOR TO IEP TECHNOLOGIES, LLC'S INSPECTION THEREOF, (D) BUYER OR ITS AGENTS' FAILURE TO ADEQUATELY SERVICE OR MAINTAIN THE EQUIPMENT, (E) BUYER'S FAILURE TO ADEQUATELY TRAIN ITS EMPLOYEES IN HAZARD PROTECTION AND THE USE OF THE IEP TECHNOLOGIES, LLC SYSTEM, OR (F) BUYER'S FAILURE TO PRACTICE REASONABLY GOOD HOUSEKEEPING PRACTICES IN ITS FACILITY AND PRACTICES RELATED TO ITS PROCESSING ACTIVITIES. FURTHER, THE BUYER SHALL PROTECT, INDEMNIFY, DEFEND, HOLD, AND SAVE SELLER, ITS OFFICERS, DIRECTORS, AND AFFILIATES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, CAUSES OF ACTION AND JUDGMENTS (INCLUDING COSTS AND REASONABLE ATTORNEY FEES) ARISING IN FAVOR OF OR ASSERTED BY THIRD PARTIES ON ACCOUNT OF PERSONAL INJURY TO, OR DEATH OF, OR ON ACCOUNT OF DAMAGE TO PROPERTY OF SUCH THIRD PARTIES IN WHICH INJURY, DEATH, OR DAMAGE IS THE RESULT OF THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF BUYER, ITS SUBCONTRACTORS, OR ITS EMPLOYEES. BUYER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS CONTRACT.

11. PATENT INFRINGEMENT - If suit is brought against Buyer, or any of its vendees, alleging that the manufacture or sale of goods sold hereunder infringes any United States patent (except infringement occurring as a result of incorporating a design or modification of the goods at Buyer's request, or occurring as a result of Buyer's failing to use the goods in the manner directed and exclusively for the purpose for which they were sold), then Seller will indemnify, and hold harmless Buyer and pay any awards against Buyer to the extent caused by such infringement (but excluding, without limitation, any attorneys' fees incurred by Buyer); provided, however, that Buyer has given Seller (a) prompt written notice of any charge of such infringement, (b) the right at Seller's expense to settle such charge or to defend or control the defense of any suit based upon such charge and (c) all necessary information and assistance in connection therewith. THIS PARAGRAPH SETS FORTH SELLER'S EXCLUSIVE LIABILITY WITH RESPECT TO PATENTS.

12. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. NON-WAIVER - Failure by either party to exercise any of the rights under this contract upon one occasion shall not be a waiver of its right to exercise the same rights on another occasion.

14. FEDERAL ACQUISITION REGULATIONS - The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

15. FACILITIES FURNISHED BY BUYER - Without cost to Seller, Buyer shall furnish the necessary site access, easements, facility, and other to allow Seller to perform the contract. Buyer agrees to provide a safe and secure workplace for Seller personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning;
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Seller's personnel;
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Seller's personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

16. EXPORT CONTROL - Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Seller, shall be deemed a material breach of this Contract.

17. COMPLIANCE WITH LAWS - Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

18. WAIVER - No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed a waiver of a party's right thereafter to enforce each and every such provision.

PART II - STATIC GROUNDING PRODUCTS

1. Any additional contradictory or different terms contained in any other document or communication of Buyer pertaining to the Goods described on the face hereof (the "Goods") are hereby objected to upon Seller's acceptance of Buyer's order the terms and provisions set forth herein and in Seller's Acknowledgment shall constitute the entire agreement between Buyer and Seller and no statement, correspondence, sample or other term shall modify or affect the terms hereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant or determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Seller at its offices in Marlborough, MA. No waiver or alteration of terms herein shall be binding unless in writing, signed by an executive officer of the Seller.

2. **PRICE.** All prices are FCA Seller's plant, Marlborough, MA, unless otherwise specifically set forth on the sales acknowledgement. Prices stated are subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor; and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the Goods purchased hereunder. No discount will be allowed unless specifically set forth on the sales acknowledgement. Buyer agrees to pay a delinquency charge of 2% per month, or if such rate shall exceed the maximum rate allowed by applicable law, then a delinquency charge calculated at such maximum rate, on the outstanding balances not paid when due, from the date such balances were due until payment with respect thereof is made in full. Until the purchase prices and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Goods and in all proceeds of said Goods. Buyer shall execute financing statement(s) on request and irrevocably authorizes Seller to execute and file same.

3. **WARRANTY.** Seller warrants goods manufactured by it will be free from defects in material and workmanship for 3 months following upon the date of shipment unless agreed in writing by the Seller. If any of the Goods are found by Seller to be defective, Buyer's sole and exclusive remedy and Seller's sole and exclusive obligation shall be, at Seller's option, replacement or repair of the goods. The parties hereto expressly agree that Buyer's sole and exclusive remedy against the Seller shall be for the repair or replacement of defective Goods as provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Seller is willing and able to repair or replace defective Goods in the prescribed manner.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NO AFFIRMATION OF SELLER, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THE SECTION, SHALL CONSTITUTE A WARRANTY, IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF THE GOODS ARE MANUFACTURED ACCORDING TO BUYER'S SPECIFICATIONS, SELLER DOES NOT WARRANT THE ADEQUACY OF SUCH SPECIFICATIONS OR THAT THE GOODS WILL PERFORM IN ACCORDANCE WITH SUCH SPECIFICATIONS. GOODS WHICH MAY BE SOLD BY SELLER BUT WHICH ARE NOT MANUFACTURED BY SELLER ARE NOT WARRANTED BY SELLER. THIS WARRANTY DOES NOT COVER LABOR OR OTHER COSTS OR EXPENSES TO REMOVE OR INSTALL ANY DEFECTIVE, REPAIRED OR REPLACED GOODS. SELLER'S WARRANTY DOES NOT APPLY TO ANY GOODS WHICH HAVE BEEN SUBJECTED TO MISUSE, MISHANDLING, MISAPPLICATION, NEGLIGENCE (INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE), ACCIDENT, IMPROPER INSTALLATION, MODIFICATION (INCLUDING BUT NOT LIMITED TO USE OF UNAUTHORIZED PARTS OR ATTACHEMNTNS), OR ADJUSTMENT OR REPAIR PERFORMED BY ANYONE OTHER THAN SELLER OR ONE OF SELLER'S AUTHORIZED AGENTS. It is expressly understood that any technical advice furnished by Seller with respect to the use of its Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or the results obtained, all such advice being given and accepted at Buyer's risk.

This warranty is void in the event that repairs are made by anyone other than the Seller without prior authorization from Seller.

Any Claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to Seller within thirty (30) days following Buyer's receipt of the Goods. Any cause of action for breach of the foregoing warranty shall be brought within one year from the date of shipment.

4. **LIMITATION OF LIABILITY. SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING GOODS FOUND BY SELLER TO BE DEFECTIVE, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH OR PARTS THEREOF. AT SELLER'S REQUEST, BUYER WILL SEND AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF SELLER WHICH MANUFACTURED THEM.**

5. **DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH. Consequential damages for purposes hereof shall include, without limitation, loss or use, income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property (including without limitation property handled or processed by the use of the Goods). Buyer shall indemnify Seller against all liability, cost or**

expense which may be sustained by Seller on account of any such loss, damage or injury.

6. **ACCEPTANCE AND TRANSPORTATION.** Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within forty-eight (48) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Title to any Goods sold and risk of loss of such Goods passes to Buyer upon tender of delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.

8. **CREDIT TERMS.** All orders and shipments shall at all times be subject to the approval of the Seller's Credit Department. The Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of contract in whole or in part.

9. **TAXES.** Unless otherwise specifically provided on the face hereof, the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes applicable to the Goods shall be paid by Buyer the same manner, and with the same effect as if originally included in the purchase price. If Seller pays any such taxes, Buyer shall immediately reimburse Seller therefore upon demand.

10. **PACKAGING.** Prices stated are based on Seller's standard packaging. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by the Buyer.

11. **DELAYS.** Unless expressly specified to the contrary, Goods in stock will be shipped immediately, and Goods not in stock will be shipped as soon as practicable. However, all shipping dates are approximate, and are based upon current availability of materials, present productions schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault or expenses arising out of delays in shipment or other nonperformance of this Agreement caused by or imposed by: (a) strikes, fires, disasters, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) governmental action, (e) subcontractor delay, or (f) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may at its option and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.

12. **TERMINATION, CANCELLATION AND CHANGES.** The contract resulting from this acknowledgment and acceptance of Buyer's orders cannot be terminated, canceled or modified or shipment deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to conditions then agreed upon which shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.

13. **PATENTED PROCESS.** The purchase of the Goods does not entitle Buyer to employ the same with any patented process owned by Seller or others.

14. **PATENT INFRINGEMENT.** Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of, the infringement of any United States Patent arising from the manufacture of any of the Goods in accordance with specifications furnished by Buyer or from the sale thereof.

15. **ADDITIONAL CHARGES.** If substitute or additional Goods, or repair parts are purchased by Buyer from Seller, the terms and conditions of this contract shall be applicable thereto, the same as if such substitute or additional Goods or repair parts had been originally purchased hereunder.

16. **EQUAL EMPLOYMENT OPPORTUNITY.** The Equal Opportunity clause, Section 202 of Executive Order 11246, as amended, relative to equal employment opportunities and implementing rules and regulations of the Secretary of Labor, is incorporated herein by specific reference.

17. **GENERAL CONDITIONS.** No agent, salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed.

The sale of Goods pursuant to this order shall be governed by the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order contract. If Buyer is in default in the performance of any order or contract with Seller and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller.

Any clerical errors are subject to correction.

No delay or omission by Seller in exercising any right remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion.

This contract shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer and Seller, provided, however, that Buyer may not assign or transfer this contract, in whole or in part, except upon prior written consent of Seller.

18. **SEVERABILITY.** All the terms and conditions expressed herein are severable. If any term or condition is held invalid or unenforceable, such validity or unenforceability shall not affect the validity or enforceability of any other terms and conditions hereof.

19. EXPORT CONTROL - Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Seller, shall be deemed a material breach of this Contract.