

1. **DEFINITIONS; SCOPE** - As used herein "Seller" shall mean Howden North America Inc.; "Order" shall mean Seller's Sales Order Acknowledgement; "Contract" means the agreement arising from the acceptance of this written Order and its attachments; "Equipment" means the goods specifically set forth and described in Seller's quotation/bid, this Order, and its attachments; "Services" means supervision, testing, repair, or other services of Seller that are specifically set forth and described in Seller's quotation/bid, this Order, and its attachments; and "Buyer" means the buyer whose name is set forth in this Order and its attachments. Delivery, scope of supply/services, and any changes to the same shall be based upon Seller's quotation/bid and any expressly agreed upon changes.

2. **ACCEPTANCE** - Buyer's acceptance of any Equipment, drawings, or Services from Seller shall constitute full acceptance of Seller's quote and these terms and conditions. No term and/or condition (including any requirement) in Buyer's order that is inconsistent with or contrary or in addition to Seller's terms and conditions shall be binding upon Seller unless specifically agreed to in writing by Seller's authorized officer.

3. **TESTING AND INSPECTION** - When quoted by Seller and/or otherwise expressly agreed upon by the parties in writing as part of the Order, Seller will conduct the agreed upon test(s) and/or schedule the agreed upon inspection(s) or review(s) by Buyer of the Equipment or Services; tests and inspections/reviews shall be at Buyer's risk and cost. Buyer will be given written notice at least three (3) business days prior to such testing and/or inspection of Equipment. Buyer may witness such testing at Buyer's risk and expense. If Buyer waives or refuses attendance, tests and/or inspections/reviews conducted in the absence of Buyer will be deemed to have been made in its presence.

4. **TITLE & RISK OF LOSS** - Unless otherwise quoted/specified in the Order/Contract by Seller, Equipment is being purchased EXW (Origin/Factory), Incoterms 2000. Delivery to/for the initial carrier shall constitute delivery to Buyer and title and risk of loss shall transfer to Buyer upon such delivery (or when delivery should have taken place but for a delay by Buyer or Buyer's representative(s)/agent(s)/carrier(s)). If a different delivery point is quoted or expressly agreed upon by the parties, title and risk of loss shall transfer to Buyer upon delivery of the Equipment/goods to such F.O.B./Incoterm point, and freight shall be "pre-pay and add" unless otherwise quoted and mutually agreed upon. If delivery is at a point other than EXW (origin), Seller shall have full control of shipping/freight, and Buyer agrees to fully document (with photos where possible) and promptly advise Seller of any damage or freight claims. Equipment/goods that are not promptly and properly rejected by Buyer upon delivery shall be deemed irrevocably accepted; accepted Equipment/goods shall be subject to Section 5 (Warranty) below.

5. **WARRANTY** - Seller warrants that, during the applicable warranty period below: (i) Seller's Equipment will be of good material and workmanship; (ii) any Services provided by Seller shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Equipment and Services supplied by Seller will conform to any applicable technical specifications and/or drawings that have been expressly agreed upon between the parties in writing as being part of this warranty. Seller's warranties on such Equipment will be in effect until the earlier of either: (i) twelve (12) months from first operation/use of any such Equipment or (ii) eighteen (18) months after date of shipment/delivery (at the applicable FOB/Incoterm point quoted by Seller), whichever occurs/ends first. Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the repair or replacement of such Equipment by Seller, at Seller's option and cost (transportation, removal, reinstallation, and decontamination are not covered). Seller's warranties on all Services performed by Seller will be in effect until ninety (90) days from the date of the performance of any such Services, and Seller's sole liability and Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Seller. Any warranty repair or replacement of Equipment or re-performance of Services provided by Seller pursuant to the above warranties shall be warranted by Seller for a period equal to the remainder of the original warranty period set forth above, as applicable (no warranty shall extend beyond such period); no "evergreen" or "in-place" warranty is being provided. Seller shall have the sole right to specify the manner in which, and the person by whom, performance, re-performance, replacement, and/or repair of said Equipment and/or Services are to be carried out.

The defective/non-conforming part(s)/Equipment must be returned to Seller free of all contaminants and, in the event of replacement, will become the property of Seller unless Seller instructs otherwise. The warranty does not include the costs of removal of the defective part(s)/Equipment or the costs of fitting new parts or other Equipment. For parts, components or other goods not manufactured by Seller, Buyer will only be entitled to such warranty benefits by the manufacturer as are assignable and transferred by Seller. Seller expressly disclaims any representation or warranty that the Equipment and/or Services shall be deemed to guarantee or lead to specific results or standard of performance unless such results or standards have been quoted and expressly agreed to in writing by Seller. If Seller opts to perform any warranty obligations in-place, Buyer shall, without cost to Seller, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, materials, structures, or other obstructions to the extent necessary to permit Seller to perform its warranty obligations.

THERE ARE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THE FACE OF THESE TERMS AND CONDITIONS, AND ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OR REMEDIES (EXPRESS OR IMPLIED) NOT EXPRESSLY SET FORTH HEREIN WITHIN THESE TERMS AND CONDITIONS ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN PLACE OF ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, AND REMEDIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE). SELLER'S WARRANTIES DO NOT COVER ANY EQUIPMENT OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO MISUSE OR ACCIDENT, OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, OR APPLICATION. SELLER DOES NOT WARRANT THAT THE EQUIPMENT, OR ANY PART OF THE EQUIPMENT, WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER LEGAL STANDARDS, AND NO PART(S)/EQUIPMENT WILL BE DEEMED DEFECTIVE OR NON-CONFORMING BY REASON OF ITS FAILURE TO RESIST SUCH ACTION OR PRODUCE SUCH RESULTS. IT IS EXPRESSLY AGREED THAT SELLER'S EQUIPMENT IS NOT WARRANTED TO COMPLY WITH ANY AIR POLLUTION CONTROL CODE OR ANY AIR POLLUTION CONTROL-RELATED ORDINANCE, ORDER OF COURT, CONSENT DECREE, OR ADMINISTRATIVE AGENCY. SELLER FURTHER DISCLAIMS ANY RESPONSIBILITY WHATSOEVER TO BUYER OR TO ANY OTHER PERSON FOR INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY EQUIPMENT THAT HAS BEEN ALTERED OR SUBJECTED TO MISUSE OR ACCIDENT, OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, OR APPLICATION.

6. **INSTALLATIONS AND ASSEMBLY** - Unless otherwise expressly quoted, and agreed upon by Seller and Buyer, it is understood and agreed that Seller is only the supplier of the Equipment and shall have no responsibility for the assembly and installation of Equipment. All of the Equipment shall be assembled and installed by Buyer at its expense and in accordance with general assembly or erection drawings and/or instructions which Seller furnishes to Buyer, if applicable.

7. INTELLECTUAL PROPERTY - Seller's intellectual property rights and proprietary information (including those incorporated into drawings, schematics, specifications, etc.), whether in hard copy or in electronic format, remain the property of Seller. Notwithstanding any other provisions or requirements of this Order/Contract, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Seller shall not be required to provide, or provide access to, any confidential or proprietary area, information, data, drawings, or documentation.

8. PATENT INDEMNITY - Except (i) to the extent of designs, specifications, and/or other intellectual property designed, provided, and/or required by or through Buyer and/or its agent(s)/affiliate(s)/beneficiary(ies)/representative(s) and/or (ii) to the extent that Equipment is altered or combined (by someone other than Seller) with equipment/goods not manufactured by Seller, Seller will indemnify Buyer from claims, suits, or actions by third parties against Buyer based upon allegations that any standard item of Equipment (or part thereof) manufactured by Seller and sold hereunder, in and of itself infringes any United States patent. The duty to indemnify is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim, suit, or action; (ii) tendering its defense and settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller. If in any suit/action an injunction is issued against the further use of said item of Equipment or any part thereof, Seller will, at its option and expense: (i) procure for Buyer the right to continue using said item of Equipment for the purpose for which it was provided by Seller; or (ii) replace the same with non-infringing Equipment or modify it so that it becomes non infringing for the purpose provided by Seller or (iii) remove said item and refund the purchase price and the transportation costs thereof.

9. BUYER MATERIALS (IF APPLICABLE); DELAYS - Material which is to be furnished by Buyer to be mounted on or shipped with Equipment supplied by Seller must be received at Seller's plant in accordance with the delivery schedule expressly agreed upon by both Buyer and Seller. If shipment of Buyer's material to be fabricated by Seller is delayed or lost, Seller reserves the right to: (i) Invoice and hold shipment awaiting Buyer's material or (ii) invoice and ship less Buyer's material. Buyer shall reimburse Seller for all damages, losses, and liability (excluding consequential damages therefore) incurred by Seller directly or indirectly as a result of any such Buyer delay.

10. ON-SITE SERVICES (IF APPLICABLE) - If Seller provides on-site services to Buyer under this Order, the terms and conditions in this Section 10 shall also apply to and control such services:

10.1 Indemnity of Buyer. Seller will indemnify Buyer from non-nuclear claims, suits, or actions brought by third parties against Buyer for (i) bodily injury (including death) and/or (ii) physical damage to third party tangible property, each only to the extent directly caused by the negligence of Seller. Seller shall not be responsible for the acts, omissions, or obligations of Buyer or others. Seller's obligations shall not extend to the property of Buyer, or its employees, principals, agents, successors, assigns, beneficiaries, or affiliates, or any atomic/nuclear installation, activity, or incident. The duty to indemnify is conditioned upon Buyer: (i) providing prompt and detailed notice to Seller of any such claim, suit, or action; (ii) tendering its defense and settlement to Seller; and (iii) providing full cooperation, authority, and assistance to Seller.

10.2 Insurance. Seller shall maintain the following insurance coverage (within the USA) during the on-site work: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate not to exceed \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Seller's employees. If requested, Seller will provide an ACORD form of certificate confirming such coverage. Seller shall have no other or further obligations related to insurance or coverage.

10.3 Other On-site/Service Provisions; Misc. *Unless, and then only to the extent, otherwise expressly quoted by Seller:* (i) Seller's normal invoicing practices shall apply, and service rates and expenses shall be based upon Seller's then current field service rate sheet(s) applicable to such work (not a fixed price); (ii) Seller shall not be required to have, provide, or have any obligation regarding licenses, permits, third party training, certificates, or any third party job/site pre-approvals or obligations (and the same are limited to Seller's quoted scope of work only); and (iii) Seller shall not be required to provide, or have any obligation with respect to, any letter of credit, waiver, release, or discharge, or any bond, surety, certificate, filing, or other security/form/document. Each party shall only be required by the Order/Contract to comply in all material respects with applicable U.S. statutes, acts, ordinances, regulations, codes, and laws that would otherwise normally apply to such party as imposed by federal, state, and local governments of the U.S. that have personal and subject matter jurisdiction over such party and acts. Seller is not acting as a general or special contractor. Seller's employees (and subcontractors/representatives, if applicable) shall be given reasonable and unobstructed access to the site and the work. Buyer shall be charged for time and expense for any delays caused by anyone other than Seller's on-site personnel. Any agreed upon job/site requirements or procedures shall only apply to Seller where applicable to, and only to the extent of, the scope of Seller's on-site services. Seller is an independent contractor and will not be responsible for any enforcement obligations, or oversight of work or property of others, including with respect to health, safety, or security. Seller is not providing any supervision of Buyer's employees, subcontractors, or other agents (other than providing technical advice if/where part of Seller's quoted scope of work). If Seller's employee, subcontractor, or agent fails to materially comply with applicable site/safety rules, laws, or procedures of the site, Buyer's sole remedy shall be its right to have the offending individual(s) removed from the site. Buyer shall advise Seller (including each of Seller's on-site employees and/or subcontractors/ representatives, if applicable) in advance of all known and/or suspected hazardous/unsafe conditions, exposures, materials, and risks, and shall furnish adequate, safe, and proper working conditions. None of Seller's employees, subcontractors, or agents shall be required by the Order/Contract to take (or refrain from taking) any action, or to enter or remain in any area, where he/she reasonably determines that it would be dangerous, unlawful, or otherwise imprudent. Except as required by law, Seller shall not be required to provide any personal, private, financial, or confidential information about its employees, subcontractors, agents, or any other person or entity. In any event, any such information, shall only be used for the express purpose(s) provided, treated as confidential, returned or destroyed upon request (except as prohibited by law), and will be protected and kept safe by Buyer and its employees, subcontractors, and/or agents (as applicable). Without limiting the foregoing, Buyer and its employees, subcontractors, and agents shall comply with all applicable U.S. statutes, acts, ordinances, regulations, codes, and laws, including without limitation those related to privacy, credit, reporting, and confidentiality. Buyer shall be responsible for any damage to, or loss of, Seller's (or its employees, subcontractors and agents) testing equipment or other property to the extent that such damage or loss is not caused by Seller (or its employees, subcontractors, or agents). All on-site service/work is subject to availability and shall be scheduled and confirmed with Seller's service department.

11. FORCE MAJEURE; SHIPMENT AND DELAYS - Seller shall not be liable for damages or delay in performance arising from causes beyond its control or without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or severe weather. If Buyer requests that Seller store Equipment pending delivery to Buyer (at a future date acceptable to Seller), or if delivery instructions are not promptly received from Buyer upon Seller's ready-to-ship notification, Seller may provide for storage of the Equipment at Buyer's risk and expense. If Seller will not obtain or continue such storage, Buyer must provide for suitable storage facilities at Buyer's cost and risk. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume title and risk of loss thereof. Liquidated/delay damages shall not apply to this order.

12. TAXES & DUTIES - Buyer shall be responsible for payment of all sales, use, and excise taxes, duties, and fees levied or imposed by any governmental authority upon the Equipment and/or Services. It is Buyer's responsibility to ensure that any Canadian provincial sales tax and/or other foreign taxes/duties/fees that may apply to this Order are remitted to the appropriate taxing authorities.

13. PAYMENT OF PURCHASE PRICE - Buyer shall pay all invoices within 30 days from the date of Seller's invoice. Seller does not waive rights or claims, except claims for payment to the extent that such payments have been received by Seller. Seller reserves the right to charge late fees at the lesser of (i) the rate of 1.5% per month or (ii) the maximum amount permitted by law for all amounts not paid within 30 days of invoice date, and Buyer shall pay all of Seller's collection costs, including collection agency fees, legal fees, and court costs for overdue invoices. If, in Seller's reasonable opinion, Buyer's financial condition or payment position may jeopardize full or timely payment, Seller may (i) require full or partial payment as a condition to commencing or continuing manufacture of Equipment or performance of Services (including in advance of any shipment/release) or (ii) recover Equipment from the carrier, if shipment has been made.

14. REASONABLE SUBSTITUTION - So long as changes do not negatively impact the interface fit, form, and function of what Seller has quoted or agreed upon in a specification, Seller reserves the right to make reasonable changes in Equipment or design, and to deliver revised designs or models of Equipment unless this right is specifically prohibited by this Order. Seller shall have no responsibility for the changes made by the manufacturer of Equipment sold by, but not manufactured by, Seller.

15. CANCELLATION - Buyer may cancel this Order, in whole or in part, upon at least seven (7) calendar days advanced written notice to Seller and payment of cancellation charges, which shall be the sum of: (1) the specified order price (including profit) of all Equipment and/or Services delivered or performed for which Seller has not been paid, plus (2) the proportional price (including profit) of the Order that is properly allocable to the Equipment or Services that has been produced or performed but not delivered at the time of decrease or cancellation including, without limitation, work in progress and the cost of components and materials and Services purchased for producing such Equipment, plus (3) the reasonable costs incurred in making settlement and effecting collection hereunder. The parties agree that Buyer's cancellation charges shall not exceed the total Order/Contract price. Buyer may request delivery (EXW) of any purchased material under the Order (except special tools, molds, dies, and other Equipment) for which full payment is made. Any Equipment/goods/materials or Services sold by Seller that are in-process/unfinished/incomplete shall be deemed to be sold "AS IS," "WHERE IS," "WITH ALL FAULTS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND." Seller may cancel this Order, in whole or in part, at any time due to: delay, breach, or other reasonable cause upon notice to Buyer, including: (1) if Buyer or its employees, affiliates, or agents cause a suspension/delay in delivery beyond 45 days without it being mutually agreed upon in advance; (2) if Buyer breaches any material term of this Order; and/or (3) if Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

16. OVERRIDING EXCLUSIONS OF DAMAGES/REMEDIES; WAIVER; LIMITATION OF LIABILITY; SURVIVAL; & VALIDITY - Notwithstanding any other provisions or requirements within or without these terms and conditions or this Order/Contract, the following shall apply, govern, control, and survive at all times and to the fullest extent permitted by law:

16.1 **Seller shall not be liable for any loss of profit, loss of business, loss of contracts, or for any special, indirect, economic, incidental, consequential, or punitive damages or losses, whether based on contract, warranty, indemnity, statute, tort (including negligence), or otherwise pursuant and/or related to this Order/Contract (including without limitation the Order/Contract itself and/or any of the underlying or related transactions, acts, obligations, and/or omissions). Buyer (and any third party beneficiaries, if any) expressly waive(s) the right to claim or recover any of the foregoing types of damages from Seller arising out of, in connection with, and/or related to this Order/Contract (including without limitation the Order/Contract itself and/or any of the underlying or related transactions, acts, obligations, and/or omissions) to the fullest extent permitted by law.**

16.2 **Except to the extent this limitation is prohibited by law, Seller's total liability pursuant and/or related to this Order/Contract (including without limitation the Order/Contract itself and/or any of the underlying or related transactions, acts, obligations, and/or omissions), whether for breach of contract or by reason of any tort (including negligence), statute, warranty, indemnity, or otherwise, shall in no event exceed the total price of the Order under this Contract.**

16.3 For the purposes of this Section 16 only, the term "Seller" shall include its employees, officers, agents, and/or affiliates. To the fullest extent permitted by law, the warranties and remedies by Seller set forth in these terms and conditions are sole and exclusive, and in place of all other rights, warranties, remedies, and guarantees available to Buyer. All rights, warranties, remedies, and/or guarantees provided by Seller are subject to the conditions, exclusions, and limitations of this Section 16 to the fullest extent permitted by law. This entire Section 16 as well as the exclusions, limitations, disclaimers, and conditions set forth in Section 5 (Warranty) and Section 11 (Force Majeure/Shipment and Delays) shall survive any breach, default, termination, cancellation, or dissolution of these terms and conditions and/or the Order/Contract. To the fullest extent permitted by law, Seller shall have no warranty, insurance, hold harmless, defense, and/or indemnification liability/obligation(s) beyond those that are expressly set forth within these terms and conditions, and any additional or conflicting provisions or requirements shall not be enforceable. If any provision of these terms and conditions of this Order/Contract or part thereof shall for any reason be held by any judicial determination to be invalid or unenforceable, the valid or enforceable parts of these terms and conditions shall continue in full force and effect. Buyer shall not be entitled to any unjust enrichment.

17. NUCLEAR SALES (IF APPLICABLE) - If Buyer or any ultimate end user intends to use the Equipment/goods or Services in any atomic/nuclear installation or activity, Buyer must notify Seller accordingly in advance and Seller's "Nuclear Terms of Sale" shall also apply and control (and such terms are hereby incorporated by reference for such purposes, as if fully set forth herein).

18. ENTIRE CONTRACT; GOVERNING LAW & FORUM; NO THIRD PARTY BENEFICIARIES; ASSIGNMENT - These terms and conditions of sale cannot be amended, superseded, or modified except by a written document signed by Seller's duly authorized officer and Buyer's duly authorized representative. Any additional, conflicting, or contravening term or condition set forth or proposed by Buyer (in the past, present, or future) is hereby objected to, rejected, and shall have no force or effect. Governing law and forum of the terms of this Order/Contract and all related matters shall be the laws (and exclusive forum) of the State of New York (USA), despite any conflicts of laws. The parties agree to exclusive venue in Erie County, New York. To the fullest extent permitted by law, Buyer and Seller agree that this Order/Contract is between them alone, and there are no intended rights or benefits being provided hereunder to any third party. In satisfying this Order, Seller may subcontract with third parties for the manufacture and/or purchase of all or part of the Equipment and/or Services. Other than Seller's ability to use its vendors/subcontractors, neither party may transfer or assign this Order/Contract, in whole or in part, without the other party's express advance permission (which shall not be unreasonably delayed or withheld), and any assignment/transfer without proper consent shall be null, void, and of no force or effect.

To help streamline the order review process, please have the purchase order incorporate the following reference as the only terms and conditions language:

"This Purchase Order/contract incorporates, and is governed only by, the current Howden North America Inc. Standard Terms and Conditions of Sale. No other or additional terms and conditions apply, even if otherwise referenced or included herein or herewith."