

Crouzet North America, Inc. – Terms and Conditions

NOTE: These terms and conditions are subject to change without notice. All transactions for products sold by Crouzet North America, Inc. ("Seller" or "Crouzet North America"), are subject to Seller's latest Terms and Conditions and any special conditions of sale which may be contained in applicable quotations and/or acknowledgments.

1. ACCEPTANCE AND GOVERNING PROVISIONS. No order for product(s) or services shall be binding upon Seller until accepted in writing by Seller's authorized official or by shipment or other performance of such order. These terms and conditions apply to all quotations made by Seller. Seller's confirmation or acceptance of Buyer's order is made only on the expressed understanding and condition that the Buyer agrees that these terms and conditions, and no others, govern the entire transaction of sale, without written acknowledgment by Buyer. Acceptance by Buyer of any product(s) or services shall be conclusively deemed assent to these terms and conditions. Any additions or modifications of these terms and conditions are hereby expressly rejected, unless specifically agreed to in writing by Seller. Failure of Seller to object to provisions contained in any order, subsequent documents, or any other correspondence from Buyer shall not be construed as a waiver of these terms and conditions or an acceptance of any such provisions.

Unless stipulated otherwise, the minimum order is five hundred Euros (€500) excluding tax or the equivalent amount in the currency in which the sale is made. Below this threshold, the orders must be sent to the Subsidiary's authorized distributors (list provided on request).

2. PRICES & QUOTATIONS. Unless expressly agreed otherwise or terminated by Seller, quotes are valid for ninety (90) calendar days from issue date. Prices in written quotations apply only if the quantity ordered is released within twelve (12) months and shipped to Buyer within eighteen (18) months of Seller's receipt of Buyer's order. Orders not released within twelve (12) months or shipped within eighteen (18) months of Seller's receipt of Buyer's order shall, at Seller's option: (1) be subject to prices in effect as of date of shipment; or (2) terminated by written notice to Buyer. In the event of termination of such order, Buyer shall immediately pay all costs incurred by Seller, including, but not limited to, cancellation charges and a reasonable profit thereon. Pricing is subject to revision when interruptions, engineering changes or changes in quantity are caused or requested by the Buyer. Other Crouzet North America publications are maintained as sources of general information and are not quotations or offers to sell. Except as may be agreed elsewhere in writing, Seller does not grant the Buyer the right to audit its records. All clerical errors are subject to correction.

3. SPECIFICATIONS. Weights, dimensions and specifications set forth in sales literature are application guides only and Seller does not warrant compliance unless so stated in writing. Certified drawings will be furnished upon request.

4. PAYMENT. Payment of invoices is net thirty (30) calendar days from invoice date. No discounts are authorized. Seller may at any time, upon notice, alter or suspend credit terms, stop shipment, or cancel unfilled orders if: (a) in Seller's opinion, Buyer's financial condition so warrants; (b) delivery is unreasonably delayed through any fault of Buyer; or (c) Buyer is delinquent in payment of any invoice. Seller, at its discretion, may continue performance of contract, and shall be entitled to an equitable adjustment in the order price. If Buyer delays or defers delivery beyond the scheduled shipment date, payment shall be due in full when Seller is prepared to ship and the products may be stored at the risk and expense of Buyer. If Buyer defaults when payment is due, then the entire order/contract price shall become due and payable upon demand, or Seller, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract/order.

5. TAXES. Prices do not include federal, state, or local taxes based upon or measured by sale, use or manufacture. All such taxes, where applicable, shall be paid by Buyer in addition to the price quoted or invoiced, unless Buyer furnishes a tax exemption certificate satisfactory to the taxing authorities. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore.

6. CHANGES. No order accepted by Seller may be altered or modified by Buyer without Seller's written agreement. The Buyer may modify: (1) Buyer's drawings, designs, or specifications, provided the products are to be manufactured in accordance therewith; (2) method of shipment or packing; (3) place of delivery; and (4) the amount of Government furnished property. If any such modification causes an increase or decrease in the cost of or the time required for the performance of the relevant order, an equitable

adjustment shall be made in the contract price, delivery schedule, or both, and the order shall be modified accordingly. Buyer is not authorized to make changes in the quantity of products covered by the order, the delivery schedule or in Seller's drawings, designs or specifications.

7. TITLE & DELIVERY. Delivery of the product(s) shall be FCA (ICC Incoterms 2010) Seller's warehouse. Title, insurable interest and risk of loss shall pass to Buyer FCA Seller's warehouse. Seller shall have no responsibility for loss or damage to product(s) during shipment. Buyer must make all claims for loss and damage to the product(s) during shipment to the carrier(s). All delivery and shipment dates are given to Seller's reasonable knowledge based on the conditions existing at the time of quotation and are not guaranteed. Delivery and shipment dates will be computed from the date Seller confirms Buyer's order. Failure by Seller to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character. Claims for delivery errors must be made in writing to Seller within fifteen (15) days of invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. No allowance will be made if Buyer accepts shipment at any location other than FCA Seller's warehouse or Buyer supplies its own transportation. Seller shall not be liable for any delay or failure to perform, in whole or in part, because of fire, flood, insurrection, strikes, work stoppage, acts by Buyer, accidents, casualty, inability to procure supplies and raw materials, delays in transportation, government regulation, plant damages, war, force majeure, or any causes beyond Seller's reasonable control. In the event of such delay, the delivery date shall be extended for an equitable period. Acceptance of product by Buyer shall constitute a waiver of all claims for delay. If the delivery schedule calls for deliveries to be made in installments, the order shall be considered an Installment Contract under the Uniform Commercial Code and entitled to the benefits thereof. Seller reserves the right to deliver in installments, unless otherwise expressly stipulated in the contract for sale or order, and all such installments, when separately invoiced, shall be paid per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept the remaining deliveries

8. SUBSTITUTES. Seller may furnish substitutes for unobtainable material due to regulations or priorities established by a government authority or nonavailability of materials from suppliers, and assumes no liability for deviation from published dimensions and descriptive information not essential to performance of the product(s).

9. RIGHTS IN TECHNICAL DATA. Notwithstanding Buyer's order document or the payment of charges for engineering work or testing services, Seller shall not be obligated to, and shall not, deliver or disclose to Buyer any of Seller's proprietary technical data or software.

10. INTELLECTUAL PROPERTY INDEMNIFICATION. Buyer shall defend, indemnify, and hold Seller harmless against any expenses or liability resulting from alleged infringement of patents, copyrights, mask work rights, trade secrets, or trademarks arising from compliance with Buyer or Buyer's customer's design, specifications, or instructions.

As to product(s) manufactured by Seller, Seller will defend, indemnify and hold Buyer harmless against any third-party claim that the product(s) infringes a U.S. patent issued as of the date of this Agreement, and will pay the amount of resulting damages finally awarded by a court of competent jurisdiction or settlement to which Seller consents, subject the following: (1) Buyer must notify Seller promptly in writing of the claim and give Seller sole control over its defense or settlement; (2) Buyer agrees to provide Seller reasonable assistance in defending the claim; (3) Seller's indemnification obligation herein will not apply to the extent that the claim or adverse final judgment is based on: (i) specifications, code or materials provided to Seller by Seller for the product; (ii) use of product for a purpose other than that for which sold by Seller; (iii) Buyer use of the product after Seller notifies Buyer to discontinue use due to such claim; (iv) Buyer combining the product with non-Seller product, data or business process; (v) modification or repair of the

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product by any third party other than Seller; or (v) Buyer alteration of the product. In event the use of said product by Buyer is enjoined in such a suit or Seller believes that such use may be enjoined, Seller may at its own expense and at its sole option, either (a) procure for Buyer the right to continue using said product; (b) modify the said product; (c) replace said product with non-infringing product; or (d) refund the purchase price (less depreciation) and the transportation and installation costs of said product. With respect to product furnished but not manufactured by Seller, the patent indemnity expressed herein shall in all respects conform and be limited to the patent indemnity, if any, actually extended to Seller by the manufacturer. Seller will not be responsible for any compromise or settlement made without its written consent. THE FOREGOING STATES THE EXCLUSIVE LIABILITY OF SELLER AND EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE SECRET MISAPPROPRIATION OR INFRINGEMENT BY THE PRODUCT, ANY PART THEREOF AND ANY MATERIAL OR SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER REMEDIES, LIABILITIES AND OBLIGATIONS.

11. CANCELLATION. Buyer may cancel or terminate an order only with the written consent of Seller and only upon payment of Seller's cancellation charges (including, but not limited to, Seller's losses, damages and expenses arising out of such cancellation or termination) and all outstanding invoices. If Buyer cancels prior to completion, Buyer is liable for all costs of materials and work ordered or processed by Seller for the cancelled order and for other non-cancellable orders made by Seller at the time of cancellation, plus cancellation charges and reasonable profit of the cancelled product(s).

12. SPECIAL TOOLING. Notice will be provided if any order requires special tooling, molds, fixtures, patterns, mask works, etc. (collectively, "Tooling"). Charges for Tooling do not convey title thereto. Tooling shall remain Seller's property, even if Buyer partially or completely reimbursed Seller costs for Tooling. For a reasonable period, Tooling shall be maintained, without additional charge, to complete subsequent orders from Buyer for similar products. Seller has the right to scrap all Tooling not used for a period in excess of twelve (12) months; any resulting scrap value shall belong to Seller as maintenance and storage charges. Seller reserves the right to sell to any products or parts made from Tooling, unless otherwise specifically agreed in writing. Buyer's tooling delivered to Seller, if any, shall be stored for a reasonable time after completion of the order, but Seller shall not be responsible for its loss, damage or deterioration.

13. WARRANTY.

a. Warranty Period. Unless otherwise specified, for a period of twelve (12) months from date of shipment, Seller warrants to Buyer that product(s) shipped to Buyer by Seller are: (i) free from defects in material and workmanship under normal use and operation; and (ii) conform substantially to the Seller's specifications. During the warranty period, Seller shall, at its sole option and expense, repair, replace or refund the purchase price of any non-conforming product. Any warranty replacements or repairs shall be FCA Seller's facility.

b. Warranty Exceptions. This warranty does not apply to products: (a) not manufactured by Seller; (b) repaired or altered by others than Seller; (c) subjected to negligence, accident, or damage by circumstances beyond Seller's control, or to improper operation, maintenance or storage or handling by Buyer or its customer, (d) used in a manner not intended by Seller's specifications or instructions; or (e) causes external to the products (such as improper power application or exposure to detrimental environment). The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, or other expenses which may be incurred in connection with repair or replacement.

c. Warranty Claims. If a product does not conform to the foregoing warranty, it may be returned to Seller only if Buyer obtains Seller's return material authorization ("RMA"). All non-conforming products returned to

Seller must be separately packaged; postage or freight prepaid, and marked so as to clearly identify the shipment. Shipping charges shall be paid by Seller only if the products returned are determined by Seller to be non-conforming. If Seller determines that returned products are conforming, all shipping charges shall be paid by Buyer. In no event shall Seller be responsible for damage to or malfunction of interface or associated equipment or for costs of packing, inspection, labor charges or any other related costs in connection with returned products including, but not limited to, failure to adequately identify particular shipments, or to prepay freight, or the commingling of nonconforming items from more than one shipment. FAILURE TO NOTIFY SELLER IN WRITING OF THE DEFECT WITHIN ONE (1) YEAR OF RECEIPT THEREOF WAIVES ANY WARRANTY CLAIM.

d. Disclaimer. Except as may be expressly provided in an authorized writing by Seller, Seller shall not be subject to any other obligations or liabilities whatsoever with respect to products manufactured by or services rendered by Seller. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND.

14. EXPORT COMPLIANCE. All shipments hereunder shall at all times be subject to the export control laws and regulations of the United States and any amendments thereto. Buyer agrees that it shall not make any disposition of U.S. origin Products purchased from Seller, by way of transshipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on this order or declared as the country of ultimate destination on Seller's invoices, except as said laws and regulations may otherwise expressly permit.

a. Authorization to Export. Except in cases where Seller acts as the direct exporter, Buyer is responsible for obtaining any required license(s) or other governmental authorization necessary to export, re-export, or transfer the Products or related technical data (hereinafter "Export Authorization"). Notwithstanding the foregoing, Seller reserves the right, at its sole discretion, to seek such Export Authorization on behalf of the Buyer. If Seller elects to seek such Export Authorization on behalf of the Buyer, it will be based upon mutual agreement between Seller and Buyer, which may include payment of appropriate additional fees or other requirements associated with obtaining necessary Export Authorizations. Buyer agrees to provide to Seller the necessary end-user statements and all other information required in order to obtain Export Authorization. Seller shall not be liable if any Export Authorization is delayed, denied, revoked, restricted or not renewed, in which event Buyer's sole and exclusive remedy shall be a refund of any payments which Buyer has made for the products minus any and all costs Seller incurred in manufacturing the products. Seller shall have the right to determine in its sole discretion whether Export Authorization is required.

b. Anti-boycott Compliance. Buyer will not request of Seller information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. Seller hereby rejects any such request by Buyer and will report receipt of any such request to the appropriate U.S. government office, as required by law.

c. Anti-Corruption and Anti-Bribery Compliance. In relation to any transaction involving products that are the subject of any order between Seller and Buyer or any technology related thereto, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party

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or official thereof or to any candidate for political office with the intent that such official or person will perform their responsibilities improperly or to secure any improper advantage. Buyer warrants that it will comply with the anticorruption and anti-bribery laws and regulations of any country having jurisdiction over Buyer or the transaction involving the product that are the subject of this order, or any technology related thereto, including without limitation the U.S. Foreign Corrupt Practices Act and any regulations issued thereunder.

d. Non-Compliance. In the event that Seller determines, in its sole reasonable discretion, that any compliance provision above has or may have been breached, Buyer shall cooperate fully with Seller's investigation of, and any actions taken by Seller to remedy, said noncompliance. Seller shall not be obligated to sell or provide the affected products or technology or take any other action in furtherance of any transaction or agreement to do so while any such investigation is pending, and such suspension or forbearance by Seller shall not constitute breach of any obligation in respect of the transaction to which this order applies or otherwise.

e. Indemnity. Buyer shall defend, indemnify and hold Seller harmless from and against any losses, costs, liabilities, claims, demands or expenses (including without limitation attorneys' and other professional fees, court costs, and settlement costs) arising from or relating to the failure of Buyer, its officers, employees, agents, suppliers, or subcontractors at any tier, to perform any of its obligations under this Section 14 or to otherwise comply with any applicable export control law or regulation.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE TERMS & CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL SELLER, ITS OFFICERS, DIRECTORS, CONTRACTORS, AFFILIATES, EMPLOYEES OR AGENTS BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE OR DAMAGE TO ANY PRODUCT SOLD HEREUNDER, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES HEREUNDER, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY BUYER FOR THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.

16. ASSIGNMENT & SUBCONTRACTING. Seller reserves the right to assign or subcontract all or any portion of the order without the consent of the Buyer.

17. GOVERNMENT SUBCONTRACT. The prices, delivery and other terms stated herein do not encompass the costs and other obligations of compliance by Buyer with special terms and conditions appropriate to U.S. or foreign government procurement.

18. INTERNATIONAL SALES. The prices, delivery and other terms stated herein apply to sales transactions within the United States. If the Buyer is located within a nation which is a party to the Convention on the International Sale of Goods (CISG), the Seller will consider terms of quotation and sale compatible with the Convention. Pending such agreement, the Seller expressly rejects coverage under the CISG.

19. APPLICABLE LAW. Any contract for sale, transaction of sale and these terms and conditions shall be governed by and construed according to the laws of the state of Delaware, excluding any choice of law principles. All references to dollars in these Conditions of Sale shall mean U.S. dollars.