



TERMS AND CONDITIONS OF SALE

(Effective July 1, 2017)

1. Conditions of Sale: The sale of products (the "Products") and services (the "Services") by SUS and SUS's performance of Services are subject to the terms of this agreement (this "Agreement") between the buyer ("Buyer") and SUS. "SUS" means Steinert US, Inc., on behalf of itself, its affiliates and its suppliers. "Buyer" shall include any of Buyer's affiliates that places an order with SUS. SUS hereby notifies Buyer in advance that SUS objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different from this Agreement, whether or not such additional or different terms would materially alter this Agreement. If a contract between Buyer and SUS is established through performance or other conduct of the parties, the terms and conditions of that contract shall not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather this Agreement shall be a part of that contract. In the event of any conflicting and/or different terms and conditions, this Agreement prevails followed by SUS's proposal and then Buyer's purchase order (the "Purchase Order").

2. Offers not Binding: The Purchase Order is subject to acceptance or cancellation by SUS, in SUS's sole discretion. Each accepted Purchase Order will be interpreted as a single agreement, independent of any other orders.

3. Purchase Order: The Purchase Order shall reference SUS's proposal number and date and include the full shipping address and the USD value of the order. The issuance of a Purchase Order by Buyer shall be deemed to evidence and authenticate Buyer's acceptance of this Agreement. Upon receipt of the Purchase Order, SUS (at its sole discretion) shall evaluate Buyer's then current performance of payment to SUS, other suppliers and creditors. SUS's acceptance of a Purchase Order is subject to SUS's satisfaction with the payment performance.

4. Payment Terms (Buyer Within the US and Canada): For Products sold to a buyer in the US or Canada, a 30% non-refundable payment is due within 15 days of SUS's receipt of the Purchase Order. SUS will place its order with the manufacturer upon receipt of such non-refundable payment. An additional 50% non-refundable payment shall be due within 30 days of SUS's written notice to Buyer that the Product is ready for shipment. The Product will be released for shipment upon SUS receipt of the additional payment. The 20% final payment is due and payable within 30 days of delivery of the Product to the designated location.

5. Payment Terms (Buyer Outside the US and Canada): For Products sold to a buyer outside the US and Canada, a 30% non-refundable payment is due within 15 days of SUS's receipt of the Purchase Order. SUS will place its order with the manufacturer upon receipt of such non-refundable payment. An additional 70% non-refundable payment shall be made within 10 days of SUS's written notice to Buyer that the Product is ready for shipment. The Product will be released for shipment upon SUS's receipt of the final payment.

6. Payment Terms for Spare Parts: Notwithstanding Sections 4 and 5 above, payment for Services or spare parts shall be due within 30 days from the date of SUS's invoice.

6. General: SUS reserves the right to charge Buyer a late penalty of 2% per month applied against overdue amounts, or the maximum rate permitted by law, whichever is less. All sums payable to SUS shall be payable to Steinert US, Inc. at 285 Shorland Drive, Walton, Kentucky 41094, U.S.A., unless otherwise specified in writing. The amount of credit or terms of payment may be changed or credit withdrawn by SUS at any time. If, in SUS's sole judgment, Buyer's financial condition does not justify the terms of payment specified herein, SUS may cancel the Purchase Order unless Buyer immediately pays for all Products and Services that have been supplied and pays in advance for all Products and Services to be supplied. Product held for Buyer is at Buyer's sole risk and expense. Buyer may not withhold payment of any amount due to SUS because of any set-off, counter-claim, abatement, or other similar deduction.

7. Taxes: All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. 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, SUS's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Terms of Delivery: Prices are FCA place of shipment (Incoterms 2010) as set forth in the SUS proposal. If the place of shipment is outside the United States, SUS will be responsible for United States import duties. SUS will schedule the shipments in accordance with the contractual dates and terms set forth in the Purchase Order. Delivery dates are subject to compliance with payment terms, customs approval/clearance and vessel and land based transportation availability. All shipment and delivery dates are estimates and subject to change. SUS will communicate promptly in writing or electronically any revised shipment dates. UNDER NO CIRCUMSTANCES SHALL SUS BE

LIABLE FOR ANY LOSS, DAMAGE OR DELAY, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY DELAY IN EITHER SHIPMENT OR DELIVERY.

9. Packing and Shipment; Inspection: Packaging shall be as per manufacturer's requirements. Products may be delivered via sea container, truck, or other conveyance. SUS may select the carrier unless Buyer notifies SUS at least 5 days prior to date of shipment of its carrier nomination. Shipments will be made FCA place of shipment (Incoterms 2010) as set forth in SUS's proposal. The carrier will be deemed to be Buyer's agent. Buyer shall report to SUS in writing any damage incurred during shipping immediately upon receipt. Failure of Buyer to inspect the Product or performance of Services and notify SUS of any defect within 5 days after delivery constitutes a waiver of Buyer's right to inspect and shall be deemed equivalent to acceptance as provided in Section 2-606 of the Uniform Commercial Code ("UCC").

10. Risk of Loss or Damage: Title and risk of loss passes to Buyer upon delivery of the Products at the delivery point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to SUS a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, 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.

11. Specifications: The manufacturer provides all specifications to SUS, and SUS relies solely on those specifications for its quotations and sales. In the event of any discrepancy between those provided by SUS to Buyer and those contained in manufacturer's written documentation, the manufacturer's specifications shall apply.

12. Documentation: Manufacturer's manuals, if any, will be provided in digital format (i.e., by memory stick or otherwise) upon delivery of the Product.

13. Safe Operation; Indemnity: Buyer shall use, and require all persons operating a Product to use, any and all proper and safe operating procedures set forth in the operator's manual and instruction sheets relating to the Product. Buyer may not remove or modify any safety device or warning sign installed on or attached to a Product. Buyer shall indemnify, defend, and hold SUS and its directors, officers, agents, employees, shareholders, and suppliers harmless from and against all liability that arises as a result of the action or omission of Buyer or its directors, officers, agents, employees, subcontractors, or affiliates, except to the extent that such liability arises from a breach of SUS's warranty under this Agreement.

14. Commissioning Services: Unless otherwise agreed with Buyer, the setup and installation of a Product sold by SUS to Buyer does not form part of the sale. Buyer shall be fully responsible for the setup and installation of the Product in accordance with the instructions and installation manuals supplied by SUS and applicable legal requirements. If the Purchase Order provides for the commissioning of the Product by SUS, Buyer will provide SUS with full, safe, and prompt access to Buyer's site and with any equipment and facilities that SUS reasonably requires for commissioning the Product. Buyer will further ensure that SUS can perform its Services in an easily accessible location with adequate health and safety conditions and space. Where possible, Buyer will provide a technically competent person with knowledge of the relevant systems and to actively assist in troubleshooting. Buyer will accommodate any other action that SUS may reasonably request in order to best perform the Services, including the provision of all other material and services not specifically agreed to be provided by SUS. Buyer will ensure safety at Buyer's site and will advise SUS of any applicable safety regulations and any hazardous conditions at Buyer's site. Buyer will advise SUS's service manager immediately of any defective Services. SUS will ensure that only competent and trained staff provide the Services on its behalf and that the Services are provided in a good and commercially reasonable and professional manner and with due care and skill. SUS will comply with the methods practiced and the standards of diligence and care normally exercised by persons in the industry in the performance of comparable functions and with the requirements of all statutes, regulations and standards so far as they apply to the provision of the Services. SUS will follow Buyer's reasonable instructions and safety regulations but will not perform any Services with respect to equipment not supplied by SUS. SUS may subcontract Services, in which case the subcontractor is considered included in the term "SUS." Commissioning Services shall include the following: (a) to check if the installation of the Product accomplished by Buyer is correct, (b) to check if utility specifications are in compliance with the minimum equipment specifications, (c) the supervision of the first start-up of the Product, and (d) the initial training of the responsible staff regarding the use, regular surveillance and maintenance of the Product. Commissioning Services shall be documented by issuing a detailed protocol which shall be signed by SUS and Buyer.

15. Limited Warranty: SUS warrants to Buyer that Products with the product codes UME, UMP, MTE, MTP, NES, BRP, MRB or MOR will be free from defects in material and workmanship for a period of 24 months from the date of delivery or 6,000 operating hours, whichever occurs first. SUS warrants to Buyer that all other Product sold by SUS will

be free from defects in material and workmanship for a period of 12 months from the date of delivery or 3,000 operating hours, whichever occurs first. For this limited warranty to apply, Buyer shall maintain preventative maintenance and shall comply with all applicable service and maintenance requirements provided for by the manufacturer or in the equipment manual. SUS further warrants that the Services will be performed with due care and in a manner consistent with industry standards. EXCEPT AS EXPRESSLY STATED IN SUS'S PROPOSAL AND THE PRECEDING SENTENCES OF THIS PARAGRAPH, SUS (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS, MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. SUS shall not be liable for a breach of the warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to SUS within fourteen (14) days of the time when Buyer discovers or ought to have discovered the defect; (ii) SUS is given a reasonable opportunity after receiving the notice to examine the defect; and (iii) SUS is reasonably able to verify Buyer's claim that the Product or Service is defective. Warranty claims must be made within the applicable warranty period in writing to SUS at the following address: Steinert US, Inc., 285 Shorland Drive, Walton, Kentucky 41094, Attn.: Warranty Claims Manager. SUS, at its option, will repair or replace any Product found to be defective in materials or workmanship or re-perform the defective Services, or refund the price paid for such Product or Services. THE FOREGOING REMEDY IS EXCLUSIVE AND IS GRANTED IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT WILL SUS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND. This warranty does not cover damage resulting from ordinary wear and tear, misuse, neglect, accident, alterations, failure to follow instructions, fire, or acts of God. Shipping costs to and from SUS are not covered by this warranty and shall be paid by Buyer. Nothing in this Agreement shall exclude or limit SUS's warranty or liability for losses that may not be lawfully excluded or limited by applicable law.

16. Waiver: No waiver by SUS of any of the terms, provisions, or conditions hereof or any modification of such terms, provisions, or conditions shall be effective unless made in writing and signed by an authorized representative of SUS. Any failure of SUS to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions nor of SUS's right to enforce each and every provision hereof.

17. Buyer's Insolvency: If Buyer 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 creditors, then SUS may: (a) refuse to deliver any Product or Service except in exchange for cash; (b) stop delivery pursuant to Section 2-702 of the UCC; or (c) where SUS discovers that Buyer has received Product on credit while insolvent, SUS may immediately reclaim the Product. This provision shall have no effect on SUS's right to require assurance under Section 2-609 of the UCC or a letter of credit.

18. Reservation of Rights: SUS expressly reserves all rights and remedies which are available to it at law or in equity, including, but not limited to, the rights and remedies set forth in the UCC.

19. Intellectual Property: All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Products as well as the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to SUS or the applicable suppliers or licensors, and Buyer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement.

20. Notices: All notices to be given with respect to this Agreement, unless otherwise provided for, shall be given in writing, return receipt requested, to SUS or, respectively, Buyer at the addresses shown on the SUS proposal to which this is attached.

21. Severability: If any provision of this Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated.

22. Binding Effect: This 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.

23. Validity: All prices are valid for 30 days from date of SUS's proposal unless otherwise agreed in writing by SUS.

24. Confidentiality: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as product plans, pricing, marketing and sales

information, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (a) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (b) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for 2 years from the date of disclosure.

25. Force Majeure: Under no circumstances shall Buyer hold SUS responsible (and SUS shall not be liable) for breach, damages or delays in performance caused by force majeure, extreme weather or other acts of God, acts of terrorism, strike, or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure or delay in transportation, failure of normal sources of supply, change in law or other act of government, or other events beyond the reasonable control of SUS.

26. Limitation of Liability: SUS WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (B) LOSS OF USE OF A SYSTEM; (C) LOSS OF BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) PRODUCTS NOT BEING AVAILABLE FOR USE. SUS'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SUS'S SALE OF PRODUCTS OR SERVICES TO BUYER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

27. Modification: This Agreement, including any SUS proposal to which it is attached, constitutes the entire contract among the parties pertaining to the subject matter hereof and supersede all prior oral and written understandings, communications or agreements between the parties in connection therewith. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. No modification or alteration of these provisions shall result by SUS's shipment of goods following receipt of the Purchase Order or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. No course of prior dealings between the parties shall be relevant to supplement or explain any term hereof.

28. Assignment: SUS may assign, subcontract, or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that SUS shall remain responsible for the performance under this Agreement. Otherwise, neither party may assign this Agreement without the permission of the other.

29. Governing Law: The validity, performance and construction of this Agreement, and any Purchase Order issued pursuant hereto, shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on this Agreement.

30. Venue: The parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement or the rights or obligations of the parties to this Agreement shall be brought exclusively in the state or federal courts having jurisdiction over Boone County, Kentucky. Buyer and SUS agree to submit to the personal jurisdiction of the state and federal courts having jurisdiction over Boone County, Kentucky, and agree to waive any and all objections to the

exercise of jurisdiction over the parties by such courts and to venue in such courts. Nothing contained herein will prevent SUS from bringing any action or exercising any rights against Buyer or its property within any other state or nation.

31. Limitation Period: NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

32. Attorney's Fees: In any action, suit or proceeding to enforce, defend or interpret the rights under the terms of this Agreement or to collect any amounts due hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' and paralegal fees, whether incurred out of court, at trial, on appeal, or in bankruptcy or administrative proceedings.

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Steinert Equipment Customs Requirements

Due to Homeland Security Regulations:

All Steinert Equipment to be shipped from our Germany Factory to a US Destination is now required to include the users **Federal ID Number** with the Destination and Shipping Contact information.

For all shipments please provide:

Company Name

Street Address

City, State, Zip Code

Federal Identification Number

Contact Person and Phone Number

Please provide this information with your order.

This will help reduce unnecessary delays in the receipt of your equipment.

Thank you for your cooperation in this matter.

Steinert US INC

285 Shorland Drive

Walton, KY 41094

Equipment Commissioning

The commissioning of equipment by Steinert US, Inc. ("**SUS**") to a customer is subject to the following terms and conditions (these "**Terms and Conditions**").

1. **Priority of Terms and Conditions.** These Terms and Conditions apply exclusively to SUS's services in connection with the commissioning of equipment and shall amend but not alter the terms and conditions of the proposal and/or order acknowledgement by SUS pursuant to which the equipment is supplied and commissioned. SUS objects to any terms and conditions in the customer's purchase order or other document submitted by the customer which are additional to or different from these Terms and Conditions, whether or not such additional or different terms would materially alter this contract.
2. **Customer Obligations.**
 - (a) Unless otherwise agreed with a customer, the setup and installation of equipment sold by SUS to a customer is not part of the sale. A customer shall be fully responsible for the setup and installation of the equipment in accordance with the instruction, installation manuals and applicable legal requirements.
 - (b) The customer will provide SUS with full, safe, and prompt access to the customer site and with any equipment and facilities that SUS reasonably requires for commissioning the equipment. The customer will further ensure that SUS can perform its services in an easily accessible location with adequate health and safety conditions and space. Where possible, the customer will provide a technically competent person with knowledge of the relevant systems and to actively assist in troubleshooting. The customer will accommodate any other action that SUS may reasonably request in order to best perform its services, including the provision of all other material and services not specifically agreed to be provided by SUS. The customer will ensure safety at the customer site and will inform SUS of any applicable safety regulations and advise SUS of any hazardous conditions at the customer site. The customer will advise the SUS service manager immediately of any defective services.
3. **SUS Obligations.**
 - (a) When commissioning equipment at a customer site, SUS will ensure that only competent and trained staff provide the services on its behalf and that the services are provided in a good and commercially reasonable and professional manner and with due care and skill. SUS will comply with the methods practiced and the standards of diligence and care normally exercised by persons in the industry in the performance of comparable functions and with the requirements of all statutes, regulations and standards so far as they apply to the provision of the services. SUS will follow the customer's reasonable instructions and safety regulations but will not perform any services with respect to products not supplied by SUS. SUS may subcontract the services, in which case the subcontractor is considered included in the term "SUS."

- (b) The commissioning services shall include the following:
 - (i) to check if the installation of equipment accomplished by the customer is correct,
 - (ii) to check if utility specifications are in compliance with the minimum equipment specifications,
 - (iii) the supervision of the first start-up of the equipment, and
 - (iv) the initial training of the responsible staff regarding the use of the equipment, regular surveillance of equipment and maintenance.
- (c) The commissioning services shall be documented by issuing a detailed protocol which shall be signed by SUS and the customer.

- 4. **Confidentiality.** To the extent that SUS observes or obtains confidential and proprietary intellectual property or materials of the customer in the course of performing its services hereunder, SUS will keep such information confidential and will not disclose it to any third party or use it for its own purposes. The foregoing obligation only applies if the customer identifies to SUS any particular intellectual property, materials or other items that represent the customer's confidential and proprietary intellectual property, so that SUS may understand what the customer considers confidential and proprietary and can meet this requirement. Information or technology that is in the public domain or that was already known by SUS prior to being exposed to information that the customer considers proprietary is not considered confidential information subject to this paragraph.
- 5. **Insurance Coverage.** SUS will maintain general liability insurance in limits not less than \$1,000,000 and shall promptly furnish the customer with documentation evidencing same upon the customer's request.
- 6. **Limitation of Liability.** For any claims of any kind against SUS under these Terms and Conditions, the customer will be limited to recovering only its direct damages up to but not in excess of \$10,000. SUS shall not be liable under any claim or circumstance, whether the claim sounds in contract, tort, or other legal theory, for indirect, incidental, or consequential damages, including without limitation damages for lost profits or revenue, lost sales or loss of use of the equipment, even if SUS has been advised of the possibility of such damages, or for any claim against the customer by any other party.
- 7. **Governing Law; Venue.** These Terms and Conditions shall be governed by the laws of the Commonwealth of Kentucky. Any dispute arising out of or relating to these Terms and Conditions shall be resolved exclusively in the courts having within their jurisdiction the City of Walton, Kentucky.